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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The late Professor Dicey.

BY THE DEATH of Professor DICEY we lose one of the leading jurists of recent times. His "Law of the Constitution" is now the accepted exposition of its subject, and is invaluable alike to the student and the publicist. Most striking, perhaps, is its comparison between the Rule of Law which prevails—though with diminishing respect—in this country, and the *Droit Administrative* of the Continent. Of a still wider interest were his "Lectures on Law and Public Opinion in England," which were founded on a course of lectures delivered in 1878 at Harvard on the History of English Law during the Nineteenth Century. And in his "Conflict of Laws"—the modern term for Private International Law—he entered, and explored with thoroughness, a field in which scientific exposition has to be based on minute examination of judicial decisions. The combination of the theoretical and the practical in his outlook on law make his contributions to legal literature of great and lasting value.

Judges and Politics.

LORD HUGH CECIL, in a recent letter to *The Times* with reference to "Judges and Politics," recommends everyone interested in the question to read Lord MACAULAY'S speech on the exclusion of the Master of the Rolls from the House of Commons. The circumstances of the speech are as interesting as the speech itself. The Bill to exclude the Master of the Rolls had been introduced by Lord HOTHAM, and had proceeded unopposed through all its stages till the Third Reading, which was down for 1st June, 1853. The account of how Lord MACAULAY'S speech turned the tide of opinion and led to its rejection is given in his "Life and Letters" by Sir GEORGE TREVELYAN. Two morning's work he gave to the arrangement of what he intended to say on an occasion which he regarded as critical, for personal as well as public reasons. "I was," he wrote in his diary, on the evening preceding the debate, "anxious, and apprehensive of complete failure; and yet I must stand the hazard." The hazard resulted in a triumphant success. As soon as news went round the lobbies that MACAULAY

was up, members rushed in a tumultuous throng—according to a report in *The Leader*—into the House, and after a quiet opening, the speech "became a torrent of the richest words, carrying his hearers with him into enthusiasm, and yet not leaving them time to cheer. Before Mr. MACAULAY had spoken you might have safely bet fifty to one that Lord HOTHAM would have carried his Bill. After that speech, the Bill was not thrown out, but pitched out." Perhaps a little exaggeration on the part of the reporter. The figures were 224 against and 123 for the Bill.

Lord Macaulay's Speech.

THE SPEECH comes last in the collected speeches, and was almost the last delivered by MACAULAY in the House of Commons. He naturally made much of the long list of Masters of the Rolls, including JEKYLL, KENYON, PEPPER ARDEN, GRANT and ROMILLY, who had sat in the House of Commons, and he rejected the principle that political functions ought to be kept distinct from judicial functions as incompatible with actual constitutional practice. "The judicial and political character are, through all grades, everywhere combined, everywhere interwoven." If the Master of the Rolls was excluded, why not the Recorder of the City of London, and—anticipating recent defence of the system—why not Chairmen of Quarter Sessions? And exclusion from the House of Commons would still leave the House of Lords open to the Master of the Rolls, where a long line of judges had engaged in political conflict. When the Reform Bill of 1831 was thrown out in the House of Lords, two judges, on one side Lord BROUGHAM, Chancellor, and on the other Lord LYNDHURST, Chief Baron of the Exchequer, were the protagonists. Instead of excluding the Master of the Rolls, MACAULAY would have opened the House of Commons to the Lords Justices and the Vice-Chancellors, and he quoted BENTHAM'S "Judicial Organization"—which we have not been able to find—in favour of combining judicial and legislative functions. "The supply of legislative skill" he said, "is in all societies so scanty that none of it can be spared;" and "A great jurist, seated among us, might, without taking any prominent part in the strife between the Ministry and the Opposition, render to his country most valuable service, and earn for himself an imperishable name." This, indeed, is exactly the function which custom has prescribed for the Law Lords. By the Judicature Act, 1873, the Master of the Rolls, in common with all other Judges of the Court of Appeal and the High Court, was without any question excluded from the House of Commons, and the only part of Lord MACAULAY'S speech of permanent value is the passage we have just quoted.

Non-adjudication by Licensing Justices.

A PRACTICE case of the very highest importance to all Local Government practitioners is that of *Rex* v. *St. Marylebone Licensing Justices* (*Times*, 6th inst.) Here the Clerk to Justices had issued a public notice intimating that Licensing Justices, on a certain named date and place, would proceed to consider the fixing of hours for opening licensed premises within the powers conferred by s. 1 of the Licensing Act, 1921. Various parties gave notices of application to be heard in respect of those hours, and duly attended to support their applications. But when the justices came into court they, without repudiating the notice issued by their clerk, announced that they had already come to a decision not to consider any proposal for varying the week-day hours; they, however, heard applications with relation to the Sunday closing hours. The question was whether the justices, by this action, had "heard and determined the matter," or whether there had been such a refusal to consider it as amounted to a non-adjudication. The Divisional Court, on application for a mandamus, held that there had been no adjudication, and made the rule absolute..

The Confiscation of ex-Enemy Private Property.

ON THURSDAY of last week Lord BUCKMASTER moved in the House of Lords: "That the terms of the Treaties appropriating the private property of enemy-subjects shall not apply to sums of £5,000 or less where the owner is either born of British parents or has been resident in this country continuously for twenty-five years before 4th August 1914." The motion was carried by 37 votes to 27. It is well known that one of the great blots on the Peace Treaties is the manner in which they deal with the private property in this country of persons of ex-enemy nationality. Hitherto it has been a firmly accepted principle of International Law that private property on land is immune from hostile capture. Many attempts have been made to apply the same rule to private property at sea, but so far they have not succeeded. However, as to property on land there was, prior to the late war, no question, and the rule was embodied in Art. 46 of the Annexe to Convention IV (Laws and Customs of War on Land) of the Hague Conference of 1907: "Private property cannot be confiscated." The rule, however, was flagrantly violated by the Treaties, commencing with that of Versailles, under Art. 297 of which the Allied Powers reserved the right to retain and liquidate all property of German nationals. Effect was given to this by the Treaty of Peace Order, 1919, which placed all such property in England under the control of the Custodian, and charged it with payments due in respect of claims by British nationals. The alleged justification was that the ex-enemy nationals would recover from their own governments the amount thus appropriated. This, of course, does not touch the point that it was a violation of law to touch enemy property on land at all, and it is not necessary to emphasise the fictitious nature of the substituted right. Nor need we refer to the hard cases which were related to the House by Lord BUCKMASTER and Lord PARMOOR. Some relaxation is made in cases which come before Lord Justice YOUNGER'S Committee, but that Committee has very little discretion, and Lord NEWTON stated that Sir ROBERT YOUNGER and his Committee were in favour of the motion. In effect, Lord GORELL was able to make no case for the Government against the motion, and the speaking in the House was even more in its favour than the voting.

Particulars in Betting Cheque Cases.

THE NOW celebrated decision of the House of Lords in *Sutters* v. *Briggs* (1921, A.C. 1), and of the King's Bench Division in *Dey* v. *Mayo* (1920, 2 K.B. 346), have given rise to a familiar difficulty of procedure, both in the High Court and in the County Court. The payer of a betting cheque who exercises his statutory right to recover from the payee, under the Gaming Act of 1835, is met in practice with a demand for particulars of the alleged betting transaction to which the cheque relates. He usually replies by asking for discovery, whether by means of the defendant's books or by interrogatories, and by pleading that he cannot give the particulars demanded until he has had discovery. Judges take very different views of the propriety of this reply. In the recent case of *Lewis* v. *Archie & Co.* (*Times*, 6th inst.), an appeal from Judge PARFITT, K.C., Clerkenwell County Court, to the Divisional Court, this question arose. Here the plaintiff was ordered to give particulars of (1) the horses backed, (2) the dates of the bets, and (3) the amount invested in each case. He replied by asking for discovery, but partially complied by compiling from memory a list of 36 horses, with the aid of the "Racing Calendar," but he did not allege that these particulars were accurate: they were the best he could give before getting the assistance of discovery. The defendants alleged that these tentative particulars were utterly wrong from start to finish, and objected to giving discovery; they contended that the application was a "fishing one." The plaintiff then asked for an order debarring the defendants from continuing to defend unless they complied with the order for discovery, but this order was refused on the ground that the plaintiff had not himself complied with the order for particulars. So the case went to trial without discovery. Counsel for the plaintiff, obviously placed in rather a fix by the failure to get discovery, did his best to prove the character of the cheques by general evidence as to the amount of the plaintiff's losses to the defendants on racing bets, but could

not give evidence of each, or indeed, of any, specific item in the total sum represented by the cheque. The judge found in the defendants' favour on the ground that no definite bets were strictly proved, and this view was supported by the Divisional Court. Obviously, it gravely hampers plaintiffs who bring actions under the statute unless they succeed in giving satisfactory particulars and so getting discovery.

Cross-examination as to Adultery.

THE COMMON LAW rule that a witness must not be asked incriminating questions, or questioned as to whether he has committed a crime, or compelled to disclose his title to land, unless he has put either in issue, was given a well-known extension by s. 3 of the Evidence (Further Amendment) Act, 1869, which provided that "The parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, shall be competent to give evidence in such proceeding; provided that no witness in any proceeding, whether a party to the suit or not, shall be liable to be asked or bound to answer any question tending to show that he or she has been guilty of adultery, unless such witness shall have already given evidence in the same proceeding in disproof of his or her alleged adultery." This vaguely-worded section was interpreted in *Brown* v. *Brown* (1915, P. 83), as meaning that a witness shall not be cross-examined about an act of adultery, unless such act has been charged in the petition; but in *Hall* v. *Hall* (25 T.L.R. 524), Lord MERSEY held that the protection of the statute was confined to the specified case of adultery alleged in the proceedings, and was not intended to debar the respondent from being cross-examined, in order to test his credit, as to other acts of adultery not forming an issue in the case—for example—of adultery during a previous (dissolved) marriage. The effect of this decision was to cut down the protection to extraordinarily narrow limits, and would really have rendered any ordinary witness liable to cross-examination upon it. Therefore, in *Hensley* v. *Hensley and Nevin* (36 T.L.R. 288), Mr. Justice MCCARDIE expressed doubts as to the correctness of Lord MERSEY's decision. This very important point of divorce practice has arisen again in *Mourilyan* v. *Mourilyan* (38 T. L. R. 482), before HILL, J., who preferred the view of MCCARDIE, J., to that of Lord MERSEY. A husband was respondent to a petition of divorce presented by his second wife; he had denied on oath the charge of adultery, and therefore could be cross-examined on that issue in accordance with the provision of the section just quoted. An attempt, however, was made to cross-examine him as to an alleged previous act of adultery during his first marriage; and this the learned judge disallowed. There was an issue in the case as to whether venereal disease had been innocently contracted by either husband and wife; and counsel for the wife contended, not unreasonably, that previous adultery on the part of the husband, if proved, would be very material evidence as to which party had contracted the disease. The learned judge himself considered that the plain wording of the statute, expressly prohibiting such cross-examination, must not be overruled merely because it might be convenient to do so.

Origin of the Statutory Rule.

THERE IS NOT any general agreement of authorities as to the reason why this rule, that a witness may not be cross-examined as to his adultery in a divorce proceeding, was introduced into our law of procedure by the Evidence (Further Amendment) Act, 1869. Perhaps the best explanation is that in a spiritual court adultery was a punishable crime, and it seemed desirable to accord witnesses protection against the necessity of answering a question which might be used as an admission against them in penal proceedings; but, if so, the reasoning evidently proceeds on a false analogy. The transfer of divorce jurisdiction from the Ecclesiastical Courts to a Statutory Civil Court did not at the same time convert adultery from an ecclesiastical into a temporal crime punishable in our criminal courts. Therefore, the old rule of the Ecclesiastical Courts, which prohibited such cross-examination on this ground (see *Babbage* v. *Babbage and Manning*, L.R. 2 P. & D. 222), was not really a rule to be perpetuated. There are several interesting decisions interpreting the much disputed meaning of this curious statutory rule of evidence, and in the Court of Appeal decision of *Allen* v. *Allen and Bell* (1894, P. 248), Lord Justice LOPES gave the classical explanation of it in the following words:—"We understand this" [s. 3] "to mean that a party tendering himself or herself as a witness for the purpose of disproving an act of adultery is not protected from being cross-examined as to other acts of adultery, if the last be charged in the proceedings." This is a convenient rule; but it hardly gives to the actual words of the section the full meaning its terms appear to express.

Compurgators and Professional Witnesses.

Mr. Justice DARLING in *Scintillæ Juris* (p. 55) traces back the "professional witness" of to-day to the "Compurgators" of early English history. As the learned judge suggests, the parallel may not be exact, but, allowing for the inevitable modifications effected by time, it appears to be close enough to form a peg on which he is enabled to hang some not uninstructive comments. Each, as he points out, was a witness who had no direct knowledge of the facts; he based his opinion on experience of similar facts and inferences therefrom. Each was called to testify to the innocence of the accused; although, of course, the Crown calls professional witnesses as well as the defence, just as "compurgators" sometimes refused to vouch for the prisoner and testified against him. The old question, says Mr. Justice DARLING, usually took the form "Do you think GURTH murdered DIGGON," whereas the modern expert is asked "Do you consider SMITH knew what he was about when he stabbed JONES?" The old reply, too, was "We think GURTH was in the right of it, for DIGGON had broke his head with a quarter-staff"; whereas the modern reply is, "It is my opinion that SMITH was suffering from acute cerebral disturbance, such as recent contact between his skull and a brick might produce in one inclined to *petit mal*." The learned judge goes on to suggest that an intermediate link may be found in the "common vouchee," now no more, who was paralleled by the "Hereditary false witness," which is a separate occupational caste in most Hindu village communities, as Sir HENRY MAINE long ago pointed out. The two classes of expert witnesses whom Mr. Justice DARLING has in mind, as his context shows, are medical witnesses and valuers; indeed, he makes merry over the fiction of the "Hypothetical Tenant," but his remarks on the subject, if rather too cynical, are decidedly shrewd.

Constitutional Law in the West Indies.

IT IS NOW generally understood that Major WARD, the Under-Secretary of State for the Colonies, who has just returned from a six months' tour in the West Indies to ascertain West Indian grievances, has decided to recommend to the Cabinet the immediate grant of some measure of elective Government to our Caribbean Colonies. This does not require Parliamentary sanction; the King can alter, amend, and revoke, as well as grant, Crown Colony conditions as he pleases; but the grant of responsible Government (*i.e.*, the creation of a Dominion) is nowadays always the work of a statute. It is not likely, however, that the West Indies, any more than India, will be accorded immediately full dominion status. What, we think, is more probable is that there will be restored to those Western Isles the limited degree of elective Government which most of them possessed before the late J. A. FROUDE made his celebrated voyage, as an unofficial Crown Commissioner, in 1886, and advocated the taking away of self-government from such Colonies as possessed it, a reactionary policy carried out by the Government for the next ten years. Now the restoration of those ancient liberties is likely to be made. Bermuda, by the way, the "Still vexed Bermoothes" of Shakespeare's "Tempest," was the first British possession to receive an elective Legislature; and it has never completely lost it.

To-day, among the West Indies, Bermuda, the Bahamas, and Barbadoes possess the highest form of Crown Colony Government, *i.e.*, they have elective Houses of Assembly liable to be over-ruled by a nominated Legislative Court. British Guiana possesses a partly elected, partly nominated, Legislature. Jamaica and the Leeward Islands possess a few elected members in a House of Assembly the majority of whose members are officials. British Honduras, Grenada, St. Lucia, St. Vincent and Trinidad are deprived of elective representation altogether, or nearly altogether. Probably the new proposals will adopt the model either of Barbadoes or of British Guiana, and concede to the West Indian Colonies an elective lower house, liable to be over-ruled by a nominated council.

A Mortgagor's Liability to Repair under the Rent Restriction Act.

THE Legislature during the war devised two sets of restrictions on the rights of mortgagees. First, there was the Courts (Emergency Powers) Act, 1914, amended by subsequent statutes, by which in the case of a pre-war mortgage, and also, it would seem, of a post-war mortgage to secure a pre-war debt (see *O'Flaherty* v. *Gethings*, 1916, 1 I.R. 265), a mortgagee was forbidden to enforce any of his remedies, except that of sale by a mortgagee in possession, without the leave of the court, and in the case of foreclosure he had to get leave twice over: first, when he started the proceedings, and then when he wanted foreclosure absolute: *Reversionary Interest Society* v. *Unwin* (117 L.T. 783). At first it was supposed that this measure would be sufficient, but at the end of 1915 was started the series of Increase of Rent and Mortgage Interest (Restrictions) Acts, and, as is well known, it is these that have chiefly given rise to litigation. The Courts (Emergency Powers) Acts are due to expire on 1st Sept. next, but the Rent &c. Restriction Act of 1920 goes on till 24th June,1923, whether with the probability of further renewal it is not safe to guess.

The operation of the Rent Restriction Act as regards mortgages is confined to the class of dwelling-houses protected by the Act, but subject to this qualification, a mortgagee is forbidden to increase the interest more than 1 per cent. above the "standard" rate, with a maximum of 6½ per cent. per annum (s. 4), and by s. 7 he is prohibited from calling in, or taking any steps for enforcing his mortgage so long as the mortgagor pays interest and performs his covenants and "keeps the property in a proper state of repair." Questions as to the extent of an obligation to repair are, of course, frequent between landlord and tenant, but in *Woodifield* v. *Bond* (*ante*, p. 406), before SARGANT, J., recently, it became necessary to decide what was the extent of the obligation as between mortgagor and mortgagee so as to entitle the former to the continued protection of the Act.

As between landlord and tenant the exact extent of a covenant to keep in good or tenantable repair is, as is well known, a difficult matter to decide in practice. There has to be a good deal of give and take. A literal performance of the covenant is not to be required (see Woodfall, 20th ed., p. 72), and formerly it was safe to say that the tenant could not be expected to make the condition of the premises better than at the commencement of the tenancy. "It is now perfectly well settled," said PARKES, B., in *Walker* v. *Hatton* (10 M. & W., at p.258), that a general covenant to repair must be construed to have reference to the condition of the premises at the time when the covenant begins to operate." The lessee is not bound to leave for his landlord a new house, but the house which he took, in a state of fit repair as such house: *Scales* v. *Lawrence* (2 F. & F., 289); and in the words of TINDAL, C.J., in *Gutteridge* v. *Munyard* (1 Moo. & R. 334, at p. 336; and 7 C. & P., 129): "What the natural operation by time flowing on effects, and all that the elements bring about in diminishing the value, constitute a loss which, so far as it results from time and nature, falls upon the landlord." Thus it would seem that, at any rate in the case of an old building, the tenant is not bound even to keep up the condition of the premises as he takes them, and further he is, according to the decision of the Court of Appeal in *Lister* v. *Lane* (1893, 2 Q.B. 212), not bound to make good deterioration due to an inherant defect in structure. A few years before the Court of Appeal, in 1890, had in *Proudfoot* v. *Hart* (25 Q.B.D., 42) laid down the rate that "good tenantable repair" is "such repair as, having regard to the age, character, and locality of the house, would make it reasonably fit for the occupation of a reasonably-minded tenant of the class who would be likely to use it."

But the qualification that the tenant is not bound to improve the premises or to remedy defects due to old age was reconsidered by the Court of Appeal in *Lurcott* v. *Wakeley* (1911, 1 K.B. 905), where the wall of a house had become so defective as to elicit a "dangerous structure" notice from the local authority. The house was old, and the condition of the wall was caused by old age, and the wall could not be repaired without rebuilding it. It was held, nevertheless, that the lessee was bound, under a covenant substantially to repair, to bear the cost of taking down and rebuilding the wall. The Court of Appeal declined to adopt literally the passage as to the natural operation of time attributed to TINDAL, C.J., in *Gutteridge* v. *Munyard* (*supra*), and held that the lessee is bound from time to time to repair defects however caused, if the repair is necessary to preserve the house in a habitable condition. Thus any part of the house—walls, roof, floors—as they become defective from any cause (including, perhaps, notwithstanding *Lister* v. *Lane* (*supra*), inherent defect) must be repaired.

This, however, does not, according to the judgment of SARGANT, J., in *Woodifield* v. *Bond* (*supra*) represent the extent of a mortgagor's obligation under s. 7 of the Rent Restriction Act, 1920. In fact, though *Lurcott* v. *Wakeley* (*supra*) does not seem to have been referred to, the stricter view of the tenant's obligations established by that case does not seem to be applicable, nor the rule as to tenantable repair in *Proudfoot* v. *Hart*, which seems, to an extent, to have anticipated *Lurcott* v. *Wakeley*. In *Woodifield* v. *Bond* the premises were old and appear to have been damp and defective in sanitation, but this condition was existing at the date of the mortgage, and there had been no further deterioration than was due to the lapse of time. The learned judge held that the test in the case of a mortgagor claiming the protection of the statute was different and less strict than in the case of a tenant, and that the requirement of a "proper state of repair" must be construed with reference to the state of the property at the date of the mortgage. In fact, he seems to have revived for the purpose of the statute the test in *Walker* v. *Hatton* and *Gutteridge* v. *Munyard*, which has been qualified as regards tenants by *Proudfoot* v. *Hart* and *Lurcott* v. *Wakeley*.

The Legal Obligations of Husbands.

THE judgments of Mr. Justice MCCARDIE in *Miss Gray, Limited* v. *Earl Cathcart* (*Times*, 7th inst.), and of Mr. Justice ROWLATT in *Seymour* v. *Kingscote* (*Times*, 11th inst.), have aroused equal public and legal interest. Both judgments deal with the extent of a husband's liability for his wife's dress bills, incurred without his express or implied sanction, and at first sight they appear to be inconsistent with one another. In the former case, where a dress allowance of £960 per annum had been made by a nobleman to his wife, the court held that further expenditure upon dress by her could not be regarded as in law a "necessary" for which her husband was liable in the absence of his assent to the expenditure. In the latter case, where an officer had an income of £500 per annum, his wife having a considerable income of her own, it was held that expenditure on dress by her amounting to about £400 in four years, was not extravagant and that, although it had not been authorized by her

husband, he must pay for it. The cases are capable of being reconciled, although in our view there remains a fundamental inconsistency between the principle of law as interpreted by the two learned judges in its application to the respective cases. To make this clear, let us first state the rule of law as generally understood, and then point out the ambiguity which arises in it at a certain point.

Now, the legal obligation of husbands to maintain their wives may be regarded from three points of view, namely, (1) the husband's obligation to the State in respect of his wife, *e.g.*, the duty to maintain her even after she has committed adultery (in certain cases), or become a pauper lunatic or deserted him and become a lunatic (breach of this duty is a criminal offence punishable summarily under the Poor Law Acts); (2) the husband's obligation to maintain his wife, as between him and her (this is a civil obligation enforceable either by petition in the Divorce Court or by a magisterial summons under the Summary Jurisdiction (Married Women) Act, 1895; and (3) the husband's obligation to the wife's creditors for necessaries. In this article, as in the two judgments referred to, we are only concerned with the last of these three: this should be borne in mind, as judicial *obiter dicta* in cases dealing with this liability of husbands are rather apt to confound it with the quite distinct obligations of the husband as towards the State and the wife herself. There is, however, a vital difference, inasmuch as the former arise out of *status*, whereas the present obligation—that towards creditors of the wife—is in legal theory purely a matter of contractual law. As often happens, however, in our Common Law, the legal fiction of "implied" and "constructive" contracts is really contrived so as to base on grounds of contract what is really an obligation imposed by operation of law upon one of the parties to the domestic relationship of matrimony. The device of a hypothetical "agency" on the part of the wife to pledge the husband's credit for "necessaries," has really been adopted so as to create a definite civil obligation indirectly enforceable by the wife herself. This arises in the following way:—

When a man marries he is deemed by a fiction of law to make his wife his "agent" for the purpose of ordering household necessaries; these include her own personal requirements in the way of clothes and the accessories of life. The theory is that the wife is entitled to pledge her husband's credit by ordering such necessaries as are reasonably suitable to his and her station in life. The rule is very clearly stated in "Leake on Contract" (seventh edition, p. 417), as follows:—

> Cohabitation raises a presumptive authority in the wife to contract for her husband in all domestic matters ordinarily entrusted to a wife; as the reasonable supply of goods and service for the use of the husband, his wife, children, and household; such goods and service being suitable in kind, sufficient in quantity, and necessary in fact according to the condition in which they live; beyond which the authority does not extend.

It will be seen, then, that the wife's authority to pledge her husband's credit is *primâ facie* a mere matter of the law of agency. But here it is necessary to distinguish between different legal modes in which the authority of an agent may arise. Agency, in fact, may be either (1) express; (2) implied by law; or (3) constructive. There is a vast difference between these three. Express agency arises whenever a husband in fact does intend to authorise his wife to pledge his credit, either generally or in any specific case. Its essence is actual intention. It may arise (*a*) when he in so many words gives her the desired authority; or (*b*) when he "holds her out" as so authorised by standing by and acquiescing in her expenditure with full knowledge that she is incurring it; or (*c*) when he ratifies her expenditure by paying her bills without protest, even although he has privately told her not to deal with a particular tradesman. So far, all this is clear. And this express agency, like other forms of express agency, may be rebutted in the following ways, lucidly set out by Mr. Justice McCardie in his judgment:—

> The husband could negative liability by proving:—(1) That he expressly warned the tradesman not to supply goods on credit; (2) that the wife was already supplied with a sufficiency of the articles in question; (3) that the wife was supplied with a sufficient allowance or sufficient means for the purpose of buying the articles without pledging the husband's credit; (4) that the husband expressly forbade his wife to pledge his credit; (5) that the order, though for necessaries, was excessive "in point of extent", or (having regard to the smallness of the husband's income) extravagant.

But while express agency may be thus negatived, there remains a second form of agency not capable of being disposed of in this way. Suppose a husband has forbidden his wife to deal with certain tradesmen or to incur certain expenditure, but has not supplied her with sufficient necessaries of the kind she orders for her status in life. In such cases, if they are living together, she has an implied authority to pledge his credit to that extent, and he is liable. For the mere fact of cohabitation, as pointed out above in "Leake," creates a presumption of the wife's authority to pledge her husband's credit, and the husband is estopped from pleading that he has revoked that authority, unless he has taken other steps to provide the necessaries. This, of course, is a question of fact. Here the agency is "implied" because it is based on an irrebuttable presumption of intention on the part of the husband. It differs from "constructive agency," with which it is often confused, inasmuch as there still seems some basis for the fiction of agency, inasmuch as the parties are living together: Lush, Husband and Wife, pp. 388-400.

But when husband and wife are obviously living apart, no such presumption, based on cohabitation, can arise any longer. In such a case, the law creates a "constructive contract" and constitutes the wife an "agent of necessity." She is still entitled, this time by the fiction of "constructive agency," to pledge her husband's credit for "necessaries," and the test of what are "necessaries" is determined by the same rules as before. Although, however, the basis of "implied" and "constructive" agency is different, the tendency of the courts has been to treat them as similar, and to hold that a wife is entitled to pledge her husband's credit whenever he fails to make her a "fixed allowance" sufficient for her status in life. If he makes this "fixed allowance," then the wife is not authorised to pledge his credit at all, and must take judicial proceedings to secure redress against her husband. If he does not make any fixed allowance, then the wife can pledge his credit for "necessaries"; she has the remedy of "self-help" in addition to any judicial remedies. By making a "fixed allowance" the husband defines and limits his liability to his wife's creditors, and deprives her of the extra-judicial remedy of "self-help" by pledging his credit. The old law, as McCardie, J., observed, was well stated in Bacon's Abridgment "Baron and *Feme*," as follows:—

> "It is clear that a husband is obliged to maintain his wife and may by law be compelled to find her necessaries as meat, drink, clothes, physic, &c., suitable to her husband's degree, but it seems also settled that the wife is not to be her own carver."

Now, this distinction between the wife's remedies in the cases of "fixed allowance" and no "fixed allowance," is the ostensible basis of the difference between Mr. Justice McCardie's judgment and that of Mr. Justice Rowlatt. In the former case, the husband had made a "fixed allowance," and this ruled out the wife's authority to pledge his credit. In the second case, he had not (the spouses, in fact, seem to have pooled their incomes), and therefore, she was entitled to obtain dress suitable to her station in life, notwithstanding his refusal to authorise the expenditure. Unfortunately, Mr. Justice Rowlatt ignored the distinction between "implied" and "constructive" agency, and treated the case as "agency by necessity," thereby disagreeing with an important part of Mr. Justice McCardie's judgment.

At the conclusion of a case, in the Divorce Division on 31st March, the President, says *The Times*, addressing Mr. Murphy, K.C., said that the length of many cases in the Divorce List had resulted in some arrears in the Division. He had arranged with the Lord Chancellor, with the approval and consent of the Lord Chief Justice, that Mr. Justice Horridge should sit as a third judge in the division during the next two sittings. The arrears now were no more than half of those of last year. Bearing in mind that there had been a diminution in the new entries of something like 50 per cent., he hoped, with Mr. Justice Horridge's help, in the next two sittings to dispose of all the arrears and such new entries as would come into the list during those sittings.

Reviews.

Election Law.

THE REPRESENTATION OF THE PEOPLE ACTS, 1918 TO 1921. With Explanatory Notes. By Sir HUGH FRASER, LL.D., a Bencher of the Inner Temple. Second Edition. Sweet & Maxwell, Ltd. 42s. net.

The extent of the simplification in statute law effected by the Representation of the People Act, 1918, may be gathered from the list of statutes which it repealed in whole or in part—some 110 in number, extending from 8 Hen. 6, c. 7 to 4 & 5 Geo. 5, c. 25. The previous great measures of Parliamentary franchise reform in modern times have been the Reform Acts of 1832, 1867 and 1884. Sir Hugh Fraser in his Introduction contrasts the measure of enfranchisement then successively effected with the immensely greater change of 1918. Before 1832 there were fewer than 500,000 Parliamentary electors, and the Act of that year added only another 500,000, so that the electors were less than a million out of a population of about 24,000,000. In 1867, 1,500,000 electors were added, making a total of 2,500,000 out of a population at that time of about 30,000,000. Some 3,000,000 were brought in in 1884, making a total of 5,500,000 out of 34,000,000. In 1915, the electorate, consisting entirely of men, was 8,357,000 out of a population of 43,500,000. The great feature of the Act of 1918 was, of course, the extension of the franchise to women. According to the Preliminary Reports regarding the 1921 census for England and Wales, and for Scotland, the electorate for England and Wales now consists of 10,182,617 men and 7,475,106 women out of a population of 18,082,220 men and 19,803,022 women, and for Scotland (approximately) 1,350,545 men and 909,707 women out of 2,348,403 men and 2,533,885 women; or, out of a total population in Great Britain of 42,767,530, the number of Parliamentary electors is 11,533,162 men and 8,384,813 women; and we may observe on the figures which Sir Hugh Fraser has collected, that out of this multitude, by some mysterious alchemy, the social stability and successful governance of the Realm is to be secured. The greatness of the change effected by the Act of 1918 is also shown by the sweeping away of the seven alternative qualifications for the franchise, given at p. xxiii of the Introduction, and the substitution as regards men of three only—the residence qualification, including householders, lodgers, and service voters; the business premises qualification; and the university qualification. For women, who must have attained the age of thirty, there is the qualification of a right to be registered as a local government elector in respect of the occupation of a dwelling-house (irrespective of value), or of land or premises of not less than £5 yearly value; and marriage to a man entitled to be so registered; also the university franchise. Thus the women's qualification depends on the municiapl register, but into that we need not enter.

Sir Hugh Fraser's book takes the form of a print of the Act of 1918, with extensive annotations. The Act is comparatively short, consisting of forty-seven sections, and there are nine schedules, the ninth giving the redistribution of seats. Since the principal Act of 1918 there have been five short amending statutes—1918, 1919, 1920 (two), and 1921. These are given in the first Appendix, and subsequent Appendices contain the Representation of the People Order and other Orders and Regulations; the County Court (Registration Appeals) Rules, and the Supreme Court Registration Appeals Rule, 1918 (R.S.C. Ord. 58, r. 21); various statutes, such as the Ballot Act, 1872, and the Corrupt Practices Acts of 1880, 1883 and 1884; and the Report of the Speaker's Conference of 1916-17. The whole, it will be seen, represents a complete collection of the law relating to the Parliamentary franchise. One of the matters specially affecting Parliamentary candidates is the scale of election expenses allowed by the provisions of the Corrupt and Illegal Practices Prevention Act, 1883, as varied by s. 33 and Sch. IV of the Act of 1918. These provisions, as thus varied, are printed at pp. 178 *et seq.*, and are followed by a full statement of judicial decisions in relation to expenses, including those in which judges have attempted to define when an election begins, and the inclusion of the expenses of public meetings and political lectures is discussed. The book will be of great service to the numerous class of persons, official and otherwise, who are concerned with the preparation for and the conduct of Parliamentary elections.

The Law of Japan.

THE PRINCIPLES AND PRACTICE OF THE CIVIL CODE OF JAPAN. By J. E. DE BECKER, LL.B., D.C.L. A Complete Theoretical and Practical Exposition of the Motifs of the Japanese Civil Code. Butterworth & Co. £3 net.

The aim of this work, Dr. Becker says, is to furnish for the information and use of lawyers, students of comparative jurisprudence, and persons interested in the study of the Japanese law, a systematic treatise in the English language on the Japanese Civil Code. Since this is largely based on the conceptions of Continental jurists, Anglo-American lawyers may fail to grasp the true signification of its terminology when they have to rely exclusively on a mere translation of the articles of the Code, and Dr. Becker by his exposition gives the necessary guidance as to the meaning of technical terms and the relation of the different parts of the Code; and a table has been provided showing the corresponding Articles of the French, German, and Swiss Civil Codes. This suggests that the reason why Japan has followed the systems of Continental Law is that in those systems there were Codes ready to hand, while English and American law is, with some exceptions, only to be gathered from a confused mass of statutory provisions and judicial decisions.

From Dr. Becker's Historical Sketch it appears that attempts to formulate the Civil Law of Japan are, as might be expected, quite recent. In olden times the study of jurisprudence was practically confined to Chinese law. But on the opening of the country to foreign intercourse, French law became, it would seem, the "received law," somewhat as the Roman Law was received in the Middle Ages in Germany, and the first European code in a Japanese setting was the French Code, which was translated by the Legal Systems Investigation Bureau in 1870. In July, 1872, a Law School was established as an adjunct to the Department of Justice, and jurisprudence was taught in the French language. Later on German law was introduced. Subsequently the Government founded a Law College in the Imperial University with a chair of English law, and in 1885 chairs of French and German law were added. Side by side with these advances, draft Codes on various branches of law were framed in 1887. These were considered by a reporting Committee composed of jurists versed in foriegn laws and judicial affairs, and the books on Property, Acquisition of Property, Security for Obligations, and some other matters were promulgated in 1890 and were to become operative in 1893. But the new Code was severely criticised on the ground that it did not conform to Japanese manners and customs. Its operation was deferred to 1896, and a Code Investigation Committee was appointed to consider amendments, and the Amended Code came into force in 1898. This, instead of adhering almost exclusively to French law, borrowed from the laws of Germany and other Continental countries, and also of Great Britain and the United States. Dr. Becker in his Introductory Remarks discusses the language of the Civ l Code, and the legal conception of rights on which it is founded. But into this we need not follow him, nor into the body of the book; but for students of comparative law and for lawyers who have occasion to consider the provisions of Japanese law the volume will be found very useful.

Books of the Week.

The Jews. By HILAIRE BELLOC. Constable & Co. Ltd. 9s. net.

Roman Law. The Roman Prætors. By GILBERT T. SADLER, M.A., LL.B. Stevens & Sons Ltd. 5s. net.

The Journal of Comparative Legislation and International Law. February, 1922. Society of Comparative Legislation. 6s.

Correspondence.

Women Barristers and Wigs.

[*To the Editor of The Solicitors' Journal and Weekly Reporter.*]

Sir,—Is not the one and only real objection to wigs for women this: that a woman in a wig is technically uncovered? The modern forensic wig (made, in fact, of horsehair) is admittedly a substitute for the wig made of human hair, powdered. The barrister (whether man or woman) who appears in such a wig, is, in theory, uncovered. It would be unseemly for a man to appear in court covered; and equally unseemly for a woman to appear uncovered. Therefore, the woman barrister requires some covering for her natural hair. Beyond insisting on a purely formal covering, it seems to me to be an impertinence for men to dictate to women how they should dress their hair. Would not some form of the cap known, ecclesiastically, as the "Bishop Andrewes" cap, meet the case? Whether such a cap is a biretta, a toque, or a coif, I am not sufficiently expert to say.

9, Old Square,
Lincoln's Inn,
8th April.

W. DIGBY THURNAM.

The Times correspondent at Melbourne, in a message of 6th April, says: A case has been brought in the Commonwealth High Court, sitting in Sydney, to test the validity of the Queensland Act which imposes retrospective rents—commonly known as the "Repudiation Act." The case is an appeal from the Supreme Court of Queensland, which upheld the Act by a majority, and counsel for the appellants have taken from Monday morning to Thursday noon to present their case. *The Times* adds: Up to 1920 by the land laws of Queensland then in force, pastoral leases taken up under contract were subject to decennia revisions of rent, the amount by which rent could be increased at these revisions being fixed. In 1920 a new Land Act was passed in which this limitation of the increase in rent was repudiated. Moreoever, the 1920 Act was made retrospective and the last rental appraisements were subsequently set aside and new dated-back appraisements substituted, thus imposing an additional burden on lessees in respect to the past as well as the future. In one case rent, which before 1920 could not under contract have been increased by more than 50 per cent., was actually increased by nearly 300 per cent.

CASES OF LAST SITTINGS.

House of Lords.

HANSSON *v.* **HAMEL AND HORLEY.** 16th March.

SHIPPING—BILL OF LADING—C.I.F. CONTRACT—TRANSHIPMENT—THROUGH BILL OF LADING—TENDER OF BILL OF LADING FROM PORT OF TRANSHIPMENT—TENDER "ON SHIPMENT"—REFUSAL OF BUYER TO ACCEPT.

A bill of lading issued at the port of transhipment thirteen days after the original shipment, and tendered by a vendor under a c.i.f. contract as a through bill of lading, is not a proper bill of lading which the buyer is bound to accept.

Decision of Court of Appeal affirmed.

The question raised by this appeal was whether certain bills of lading were a good tender. The appellant in Sweden sold to the respondents in London 600 tons of guano to be shipped from Norway to Japan c.i.f. Yokohama, payment net cash against documents in London. The guano was shipped from Braatvag and, there being no direct communication with Japan, it was carried by a local steamer to Hamburg under a bill of lading dated 22nd April, and was transhipped to a Japanese steamer which carried it to its destination. The Japanese agent at Hamburg issued bills of lading dated 5th May, which the appellant tendered to the respondents on 12th May. The document was headed "Through bill of lading." The respondents having refused to accept the bill, the appellant sued them for the price. Bailhache, J., held that the bill was properly tendered. The Court of Appeal held that the bill was not a compliance with the contract.

Lord SUMNER, in giving judgment, said, with all deference to the weighty opinion of Mr. Justice Bailhache to the contrary, he thought it was clear that the ocean bill of lading was not a good tender in this case. The bill of lading by the local steamer *Kiev* was originally a contract with the appellant himself and never was tendered to the respondents. As there were not, he supposed, to be two contracts for carriage as far as Hamburg, this showed that the appellant never intended the ocean bill of lading to be a contract of carriage from Norway to Hamburg. When documents were to be taken up, the buyer was entitled to documents which substantially conferred protective rights throughout. He was not buying a litigation, as was said in the *General Trading Company's Case* (16 Com. Cas. 101). These documents had to be handled by banks; they had to be taken up or rejected promptly and without any opportunity for prolonged inquiry; they had to be such as could be re-tendered to sub-purchasers; and it was essential that they should so conform to the accustomed shipping documents as to be readily fit to pass current in commerce. He was quite sure that in the circumstances of this case this ocean bill of lading did not satisfy those conditions. It bore notice of its insufficiency and ambiguity on its face, for, though called a through bill of lading, it was not really so. It was the contract of the subsequent carrier only without any complementary promises to bind the prior carriers in the through transit. The appellant's contract with the Japanese agent was not transferable by indorsement and delivery, nor was it tendered; the *Kiev* bill of lading he kept to himself and indorsed to the agent under his own contract with him. The tender of either document would not have carried matters any further, but as things stood the buyer was plainly left with a considerable interval in the documentary cover to which the contract entitled him. The point was also put in a slightly different way in *Landauer* v. *Craven* (1912, 2 K.B. 94), that, in a sale of goods c.i.f., the contract of affreightment must be procured "on shipment." Of course this was practicable and common even when a through bill of lading was necessary containing provision for transhipment from a local to an ocean steamer not in the same ownership. He did not understand this proposition as meaning that the bill of lading would be bad unless it was signed contemporaneously with the actual placing of the goods on board. "On shipment" was an expression of some latitude. Bills of lading were constantly signed after the loading was complete, and in some cases after the ship had sailed. He did not think that they thereby necessarily ceased to be procured "on shipment," nor did he suppose that the learned judge so intended his words. It might also be that the expression would be satisfied even though some local carriage on inland waters by barge or otherwise preceded the shipment to the ocean steamer, provided that the steamer's bill of lading covered the prior carriage by effectual words of contract. "On shipment" was referable both to time and place. In principle, however, he accepted the opinion of so great an authority, and he was quite sure that a bill of lading issued thirteen days after the original shipment at another port in another country many hundreds of miles away was not duly procured on shipment. Indeed, the ocean bill of lading was not procured as part of the c.i.f. shipment at all, and "on shipment" did not at any rate mean on re-shipment or on transhipment. It was not enough that at the time of the initial shipment the seller procured a contract with the agent for the forwarding of the goods by an ocean steamer, for that was not procuring a bill of lading. If the local steamer had been lost on the coast of Norway, no contract of affreightment to Japan would have been procured or forthcoming at all. In the absence of express stipulation, shipping documents under a contract of sale on c.i.f. terms must be tendered to the buyer as soon as possible after shipment. If the port of transhipment was late on in the through voyage, a buyer might be entitled to tender the documents long before any through bill of lading to Japan had been signed or procured at all, and when there was no bill of lading in existence, except that to the intermediate port. This ocean bill of lading was therefore on that ground also a bad tender. Though the document was called a through bill of lading, it was not really so, for no one contracted by it for the carriage through from Norway to Yokohama. He would add that the evidence given to prove a course of business between the contracting parties, or a custom of merchants generally affecting the normal requirements of a c.i.f. contract, had failed to establish any distinction in this case. In the result, he thought that the appeal should be dismissed.

Lord BUCKMASTER, Lord ATKINSON, Lord WRENBURY and Lord CARSON concurred.—COUNSEL: *Leck*, K.C., and *Macaskie*; *R. A. Wright*, K.C., and *H. O'Hagan*. SOLICITORS: *Reynolds & Son*; *Donald McMillan and Mott*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

MANCHESTER LINERS, LTD. *v.* **REA, LTD.** 3rd April, 1922.

SALE OF GOODS—CONTRACT—WARRANTY—FITNESS OF GOODS FOR PURPOSE—RELIANCE ON SELLER'S SKILL—SALE OF GOODS ACT, 1893 (56 & 57 Vict. c. 71) s. 14.

If goods are ordered for a special purpose and the purpose is disclosed to the seller, so that in accepting the contract he undertakes to supply goods suitable for the purpose, such a contract shows that the buyer relies upon the seller's skill, and therefore there is an implied warranty.

This was an appeal from a decision of the Court of Appeal, reversing a judgment of Salter, J. The appellants were shipowners of Manchester, and were the owners of the steamship "Manchester Importer." The respondents were merchants supplying coal for bunkering steamers. The action was brought by the appellants for damages for breach of an agreement made on 8th October, 1919. In the autumn of 1919 the position of shipowners anxious to obtain coal for their steamers was one of difficulty. The coal supply was in the hands of the Coal Controller, and in addition, there was a railway strike, with the result that the only coal available for bunkering purposes at Manchester was certain coal in stock at Partington, and coal in vessels then at sea. In October the appellants' steamer was at Partington waiting to be coaled, and shortly before 7th October one of the directors of the appellant's company saw the agent of the Controller and discussed with him the position of supplies. He was told that the stock in hand was quite inadequate to satisfy the demand and that the Coal Controller was doing his best to divert a collier that would bring some 4,000 to 5,000 tons more coal into the port. Relying on the prospect of this latter source, a form was obtained by the appellants from the Coal Controller which was dated October 8th, and was passed, entitling the appellants to obtain Welsh coal at Partington. On the same day, following a telephonic communication, they sent an order to the respondents in these terms: "Referring to conversation with Mr. Edwards, please supply 500 tons South Wales coal for the steamship "Manchester Importer" at Partington on Friday." This order was accepted and coal was delivered under it which had been brought in by the vessel referred to by the agent, which turned out to be the steamship "Penrhys." The coal was wholly unsuitable for the furnaces of the "Manchester Importer," and the vessel had to return to port. This action was then brought for breach of warranty and succeeded before Salter, J., but failed in the Court of Appeal.

Lord BUCKMASTER said that the grounds upon which the judgment of the Court of Appeal depended were that the agent for the plaintiffs, who acted for them in obtaining the contract knew, both by general knowledge and by special information, all about the coal position at the time when he made the contract, and knowing that the only coal that could be obtained was the coal to be brought in by the steamship "Penrhys," his order could only be regarded as an order for coal from that source and this order was satisfied. Both these propositions needed to be modified in the light of the evidence. The knowledge possessed by the plaintiffs undoubtedly was that the coal supplies in Manchester were short and inadequate to the demand, and that a steamship which turned out to be the "Penrhys," was expected into port containing coal. What the character or quality of that coal was they did not know, and they certainly did not order any coal as coal from that steamship. It remained therefore to be considered whether in the circumstances there was any warranty that the coal was suitable for the purpose for which it was required. On this assumption, however, the respondents have argued that by virtue of s. 14 of the Sale of Goods Act, 1893, no warranty can be implied unless the buyer expressly or by implication makes known to the seller the particular purpose for which the goods are required, so as to show that the buyer relies on the seller's skill and judgment, and this the order in question fails to effect. This is in my opinion a misunderstanding of the statute, for the section embraces and restates the common law doctrine in the form which was clearly derived from the case of *Jones* v. *Just* (L. R. 3 Q.B. 197). If goods are ordered for a special purpose, and that purpose is disclosed to the vendor so that, in accepting the contract, he undertakes to supply the goods which are suitable for the purpose required, such a contract is in my opinion sufficient to establish that the buyer has shown that he relies on the seller's skill and judgment. The view taken by Lord Russell in *Gillespie & Co.* v. *Cheney, Eggar & Co.* (1896, 2 Q.B. 59) appears slightly at variance with this conclusion, though the result is the same, for he regards the common law as partly incorporated in the statute and partly remaining outside. In my opinion, the section completely incorporates the common law, and in no way limits its operation. There was therefore a warranty in this case, and the circumstances from which it was suggested that such a warranty can be negatived cannot be found. At the best, the facts amount to no more than this, that the buyer knew that the sources of supply of the seller were limited, and they might

be confined to the cargo of a particular vessel. That does not negative an implication drawn from the face of the contract, that the coal supply must be of a certain quality or it would be useless for the purpose in hand. The respondents themselves may well have been unaware of what was the character of the coal in the "Penrhys," until her cargo was discharged, but its general description of South Wales coal certainly included coal that might be suitable and would have satisfied the contract, and if the respondents found that the actual cargo was unsatisfactory for the purpose, it was their duty to have informed the appellants at once. I think the judgment of Salter, J. was correct, and that the judgment of the Court of Appeal should be reversed.

Lord DUNEDIN, Lord ATKINSON, Lord SUMNER and Lord CARSON concurred.—COUNSEL: *Langdon*, K.C. and *E. C. Burgis*: *A. T. Miller*, K.C. and *G. Jordan*. SOLICITORS: *Holman, Fenwick & Willan*, for *Vaudrey, Osborne & Mellor*, Manchester; *Rawle, Johnstone & Co.*, for *Hill, Dickinson and Co.*, Liverpool.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

THE COMMISSIONERS FOR EXECUTING THE OFFICE OF LORD HIGH ADMIRAL OF THE UNITED KINGDOM *v.* **THE NATIONAL PROVINCIAL AND UNION BANK OF ENGLAND LTD.** Sargant J. March 16th and 21st.

MISTAKE—BANK—MONEY PAID INTO CUSTOMER'S ACCOUNT BY THIRD PARTY BY MISTAKE—RECOVERY IN ABSENCE OF CUSTOMER.

Where a person makes a payment to a bank on behalf of a customer and the customer is informed of it, and the person making the payment subsequently shows that it was made in mistake of fact, the person making the payment can recover it from the bank without the customer being a party to the proceedings.

Cary *v.* Webster (1721, 1 Strange, 480) *applied.*

The position of a bank is not different from that of any other agent.

Kerrison *v.* Glyn Mills, Currie & Co. (1911, 81 L.J., K.B. 465).

The only question raised by the bank in this action was whether the plaintiffs were entitled to have the money standing to the credit of their dead customer's account paid out to them without his legal personal representative being before the court. The facts were as follows: In 1917 M. S. Taylor, who was then serving as an officer in the Royal Naval Air Service, executed an allotment note directing the plaintiffs to pay £20 a month of his pay to the defendant bank at High Holborn, to be credited to his current account. In the March of 1918 he was transferred to the Royal Air Force and he was killed in July, 1918. After his transfer he received his full pay as an officer of the Royal Air Force until his death. By mistake both the transfer and the death were overlooked by the plaintiffs' department dealing with allotment notes, and payments of £20 a month continued to be made to the bank, and the bank still retained over £400 in respect of such payments. M. S. Taylor's father took out letters of administration in Saskatchewan, but such letters had not been sealed in England. The bank first heard of M. S. Taylor's death on an occasion in March, 1920, when they received a letter from the plaintiffs claiming repayment of the amounts which they had paid under a mistake of fact. The bank immediately communicated with M. S. Taylor's father, and he claimed the amount standing to the credit of his dead son's account. The plaintiffs accordingly started this action against the bank, but they did not make either M. S. Taylor's father or any other legal personal representative a party to the action. The plaintiffs contended that it was unnecessary to make the bank's customer a party, and they referred to *In re Bodega Co. Ltd.* (1904, 1 Ch. 276), *Cary* v. *Webster* (1721, 1 Strange, 480), and *Kerrison* v. *Glyn Mills, Currie & Co.* (*supra*). Counsel for the bank contended that the money having once been credited to the customer's account, the bank became liable to pay it to the customer. They referred to *Joachimson* v. *Swiss Bank Corporation* (1921, 3 K.B. 110), *Tassell* v. *Cooper* (1850, 9 C.B. 509), *Eyles* v. *Ellis* (1827, 4 Bing. 112), *Fontaine-Besson* v. *Parr's Banking Co.* (1895, 12 T.L.R. 121), and *William Brandt Sons & Co.* v. *Dunlop Rubber Co.* (1905, A.C. 454). The case of *Kerrison* (*supra*) they distinguished on the ground that the defendants were there asserting their right to moneys which had been paid into the account of their customer..

SARGANT, J., after stating the facts, said: It is suggested that before an order can be made against the bank it is necessary that the legal personal representative of the customer shall be before the court, and that unless he is made a party, the bank will not be protected and will be liable to be sued over again. It is argued that moneys placed to the credit of a customer's account are sacred and cannot be dealt with under the order of the court, even when it is shown that the money has been paid into the account by someone in mistake of fact, except in the presence of the customer or his legal personal representative. The plaintiffs have cited *Cary* v. *Webster* (*supra*), and in view of that case it is admitted on behalf of the bank that, if a person made payment to an agent and the principal was informed of it, yet if the person making the payment could show that it was made in mistake of fact, he could recover it from the agent without making the principal a party. But it is said that the position is different in the case of a bank. *Kerrison* v. *Glyn Mills, Currie & Co.* (*supra*) contains observations which clearly lay it down that banks are in no different position from other agents, and there is no apparent reason why they should be. In my opinion any contract by which a bank agrees to honour cheques of the customer on his current account does not extend to amounts standing to the credit of that account in so far as they are swollen by inadvertent payments made in mistake of fact. As a result of an order for repayment of the amount claimed the customer's current account will be depleted by that amount. Any subsequent action by the customer's legal personal representative to recover that amount from the bank would have no reasonable chance of success. There will be an order for repayment to the plaintiffs of the sum of £417 10s. 3d.—COUNSEL: *Sir Ernest Pollock*, A.-G., *Dighton Pollock* and *Danckwerts*; *J. W. F. Beaumont*. SOLICITORS: *The Treasury Solicitor; Wilde, Moore, Wigston & Sapte.*

[Reported by L. M. MAY, Barrister-at-Law.]

SCRANTON'S TRUSTEE *v.* **PEARSE.** Astbury, J. 5th April.

BANKRUPTCY—GAMING—BETS PAID BY CHEQUE—ACTION TO RECOVER AMOUNT FROM PAYEE—DUTY OF TRUSTEE IN BANKRUPTCY AS OFFICER OF COURT.

The trustee in bankruptcy of a man who has paid his betting losses by cheque is precluded as an officer of the Court from suing to recover the amount from the payee.

This was an action by the trustee in bankruptcy of A. F. Scranton to recover from the defendant, a bookmaker, the amounts of lost bets which had been paid to him by the bankrupt by cheque. The defence was that the action was not maintainable on the ground that the Court would not allow the trustee as an officer of the Court to make what was in fact a dishonourable claim. Since the decision in *Sutters* v. *Briggs* (1921, A.C. 1), a large number of actions had been brought to recover the amount of lost bets paid by cheque, but this was the first one by a trustee in bankruptcy. To avoid any question of jurisdiction in this action it was agreed that it should be treated as if the defendant had made a motion before the Bankruptcy Court for a stay of the action.

ASTBURY, J., after referring to the authorities said the rule that the Court would not allow its officer to make a dishonourable claim had been consecrated by an almost unbroken record of recognition and approval. Turning to the exact point to be decided in the present case, it might be stated to be whether trustees in bankruptcy should be allowed in the absence of special circumstances to bring actions like the present one, and to establish such a method of obtaining assets for distribution among creditors as a practice in bankruptcy sanctioned by the Court. In this case he had offered to allow the plaintiff to adduce evidence to prove any special or particular circumstances justifying him in proceeding with the action, and he had not been able to do so. He must therefore deal with the motion on the footing that the defendant was an honest man, but it was only fair to the defendant to state that the plaintiff's counsel had expressly stated that he could make no suggestion to the contrary. It was not a case where one of two innocent parties must suffer from the wrongful act of the debtor, or where money had been paid by or to a third party in circumstances which afforded him moral justification in claiming to recover or retain it against creditors in bankruptcy. Those being the facts, would it be an honest or an honourable thing for the plaintiff to prosecute this claim if he were an ordinary individual acting on his own behalf? The answer was that it would not, and he could not imagine any one with even an elementary conception of fair and honest dealing, leaving high mindedness out of the question, holding a different view. Bookmakers carried on a business in which they were perfectly entitled to engage. The debtor had induced the defendant to deal with him and trust him, and to continue to do so by paying him losses from time to time by cheques, which were met in the ordinary course, he receiving his gains in the same way. In all the cases where a trustee had been directed to act in accordance with the principle in question, he had a legal right, apart from the rule, in his favour, and in each case it was of importance to determine what was the nature of the legal right. What was the nature of the legal right here? It arose under the Gaming Act of 1835, and he must enquire whether that Act formed part of any recognised branch of the public policy of this nation. The Act was passed to correct and alleviate a hardship in the Gaming Laws as they then existed. In 1845 it was decided to repeal them and since that date it has been no part of public policy that moneys lost on horse-racing should be recoverable as was previously the case. But the Act of 1835 was on that occasion apparently overlooked, and what was intended to be an amendment or correction of existing law became entirely out of harmony with the general intention of the new legislation, though it took nearly three-quarters of a century for its continued existence to be appreciated. The House of Lords has held that, as between ordinary litigants, the Court had no alternative but to act upon this measure so long as it remained unrepealed, but it has refrained from going further. The result is that the plaintiff here had this legal right vested in him and no question of public policy arose to limit the Court in applying the rule. The plaintiff's counsel relied on the fact that debts barred by the Statutes of Limitation were not provable in bankruptcy, nor were debts contracted by an infant, except in special cases provided for, although the pleas of the Statutes and of infancy were in the case of private individuals more or less discreditable, but there was really no analogy. It was part of the public policy of this country that there should be a time limit for the recovery of debts, and a debtor's creditors in bankruptcy must not suffer by another creditor's neglect; while, with regard to infants' contracts, public policy and legislation were even more explicit. Public policy did not require that a man should rob his bookmaker, whom he had induced to trust him, and there was no provision in the Bankruptcy Act which expressly or by

necessary implication provided that trustees should be allowed to play a similarly discreditable *rôle*. There might be special circumstances. A debtor might to the knowledge of the bookmaker have paid his losses by cheque drawn on a stolen fund, and the Court would then sanction the trustees in recovering those sums. Again, if a bookmaker, taking advantage of the Act of 1835, sought to prove in bankruptcy for the amount of cheques paid by him, there was no reason why the trustee should not set off against such proof the amount of bets lost and paid by cheque by the debtor. In his Lordship's opinion the application of the rule in question, in each case, must depend on whether there were or were not special circumstances making it necessary in the interests of justice to call it in aid. On the authorities he had dealt with, and for the reasons he had attempted to give, he was of opinion that the discretion of the Court ought to be exercised on the motion, and that the reasons for doing so were *a fortiori* to those in any reported case on the subject in view of the deplorable practice which would otherwise grow up in the administration of estates in bankruptcy pending the amendment or repeal of the Act of 1835. He therefore made an order staying the action.—COUNSEL: *Barrington Ward*, K.C., and *H. S. Simmons*; *Luxmoore*, K.C., and *P. B. Morle*. SOLICITORS: *Woolfe & Woolfe*; *J. J. Hands*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re VULCAAN COAL CO: HARRISON *v.* HARBOTTLE.

Russell J. February 10th and 17th, March 9th.

WAR—ENEMY COMPANY—CLAIM BY ENGLISH MANAGER—CONTROLLER—POSITION OF—TRADING WITH THE ENEMY AMENDMENT ACT, 1916 (5 & 6 Geo. 5, c. 105), s. 1, s-s. 1.

The controller appointed under the Trading with the Enemy Amendment Act, 1916, *does not represent or stand in the shoes of the enemy person, firm or company. He is an official appointed to get in, not the assets of the person, firm or company, but the assets of a particular business of the person, firm or company, and his duty is to discharge, not the debts of the person, firm or company, but the debts of that particular business. It is a novel statutory conception, and treats the assets and debts of the particular business apart from the assets of the owner of the business. He cannot accordingly allow a set-off which should be claimed against the company.*

As to the peculiar attributes of such controllers see In re Dieckmann (1918, 1 Ch. 331).

This was a summons by the controller of an enemy business asking for directions as to how he should deal with a claim of set-off by an English manager of such business. The facts were as follows:—The Vulcaan Coal Company was a company formed under Dutch Law, with its head office in Rotterdam, and branches in England and other countries. The directors and shareholders were all Germans. In 1913 the company engaged J. P. Harbottle as manager of its Newcastle branch, subject to the orders of the board of directors, until the 30th of June, 1918, at a remuneration of not less than £1,000 per annum. The company's obligations under the agreement were guaranteed by another German concern. When war broke out J. P. Harbottle was still employed under that agreement, and he took steps to pay off the British trade creditors of the company. At that time there was in his hands a sum of £1,600 belonging to the company which he deposited at a bank at Newcastle, in his own name, in October, 1914, for the purpose of providing security for any claim which he might have against the company for damage for breach by the company of their agreement with him. In 1916 an order was made by the Board of Trade under s. 1 (1) of the Trading with the Enemy Amendment Act, 1916, requiring that the business carried on in the United Kingdom by the Vulcaan Company should be wound up, and appointing T. Harrison as controller to control and supervise the carrying out of the order, and to conduct the winding up of the business. At that date about 80 per cent. of the claims of British creditors had been paid. The controller retained the services of J. P. Harbottle until 1916, and paid him £1,000 per annum. J. P. Harbottle now claimed to retain the £1,600 odd on deposit in his name at the bank as against the controller to answer his claim for damages. He fixed the amount of his claim at £1,800 odd. It was agreed, without prejudice to his claim, that the money on deposit should be invested in the joint names of himself and the controller, which was done. The Board of Trade contended that the order terminated the agreement, and accordingly no claim for damages arose.

RUSSELL, J., after stating the facts, in the course of a considered judgment, said: I am prepared to deal with this case upon the assumption that the order of 14th August, 1916, operated to terminate the agreement. Upon that footing the point remains, could J. P. Harbottle set up as against the controller the right to set-off which he claimed to have against the company? In my opinion he could not. The controller does not for this purpose represent or stand in the shoes of the company. He is an official appointed to get in, not the assets of the company, but the assets of a particular business of the company, and his duty is to discharge not the debts of the company, but the debts of that business. This treatment of the assets and debts of a business, apart from and otherwise than as assets and debts of the owner of the business, is a novel statutory conception. The statute isolates the business to which the order relates. The assets to be got in are the assets of the business viewed as such, and not viewed as the assets of the owner of the business, and in ascertaining what a particular asset is, no regard should be paid to any claim assertable against the owner of the business by a person who is not a creditor of the business. Although the Act refers to powers exercisable by a liquidator in a voluntary winding-up of a company, the position of a controller under the Act is quite different from that of a liquidator. The controller does not come in under the title of, or represent, the person, firm or company whose business in the United Kingdom is to be wound up. He comes in by title paramount to that of the owner of the business, or of those claiming through or against such owner. The peculiar and over-riding position filled by the controller is well illustrated by such cases as *In re Kastner & Co.* (1917, 1 Ch. 300), *Continho Casa & Co. v. Vermont & Co.* (1917, 2 K.B. 587), and *In re Dieckmann* (*supra*). To allow the claim of J. P. Harbottle would be to allow him to set-off against the assets of the business or against the controller a claim which could not be asserted against the business. It can only be asserted against the company which for this purpose is a third party. It is still, of course, open to the respondents to take such steps as they may be advised in establishing their claim against the company in Holland or against the guarantors. I direct the controller to reject the claim for damages, and the claim for transfer to the respondents of the funds in question, and I order that the costs of all parties to the application be paid by the controller out of the funds in his hands in the winding-up.—COUNSEL: *F. K. Archer*; *Clauson*, K.C., and *H. A. Rose* (*Farwell* with them); *Gavin Simonds*. SOLICITORS: *Field, Roscoe & Co.*; *Doyle, Devonshire & Co.*, for *Walter Molineux*, of Newcastle-on-Tyne; Solicitor for the Board of Trade.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

RUSSIAN COMMERCIAL AND INDUSTRIAL BANK *v.* LE COMPTOIS D'ESCOMPTE DE MULHOUSE AND LONDON COUNTY WESTMINSTER AND PARR'S BANK LIMITED.

Sankey, J. 7th and 8th December, 23rd February.

CONTRACT—RUSSIAN BANK—DEPOSIT OF BONDS WITH BRITISH BANK AS SECURITY FOR LOAN FROM MULHOUSE BANK—RUSSIAN SOVIET GOVERNMENT—NATIONALISATION OF BANK—ALTERED CIRCUMSTANCES—LOSS OF ENTITY—REPAYMENT OF LOAN—INABILITY TO GIVE RECEIPT FOR BONDS.

In January, 1914, *certain Chinese and Brazilian bonds were deposited by the London branch of a Russian Bank with an English Bank as security for a loan. After the commencement of the Russian Revolution in* 1917 *the Soviet Government passed decrees for the naturalization of all Russian banks. The Russian Bank in question paid off the loan and demanded delivery of the bonds, which was refused.*

Held, that the Soviet Government being recognized by the British Government as the existing government in Russia, the Russian Bank no longer existed in view of the complete change of circumstances, and that the manager of the English branch of the Russian Bank, who was the real plaintiff in the action, could not sue for the delivery of the bonds under a power of attorney which had been conferred on him by the Russian Bank and could not give a valid receipt for them.

Held also, that the defendants were not estopped from setting up a defence, as the parties at the time of the negotiations contracted under a mutual mistake of fact.

Action for recovery of bonds deposited as security for a loan. The plaintiff bank was a corporation established under Russian law, which, in January, 1914, carried on the business of bankers at Petrograd, London, and elsewhere. The manager of their London branch was at all material times a Mr. Victor Jones. In January, 1914, the plaintiff bank obtained a loan from the Comptoir d'Escompte de Mulhouse in consideration for which they agreed (*inter alia*) to deposit certain Chinese and Brazilian bonds with the London County Westminster & Parr's Bank in London as security for repayment, and the bonds were duly deposited at that bank. The business of the Comptoir d'Escompte de Mulhouse was carried on at that town, which, at the date of the loan, was in Germany, but, before the issue of the writ in this action, had been ceded to France. At the end of 1917, and early in 1918, after the outbreak of the Russian Revolution, the Soviet Government passed decrees for the nationalization of the banks, including the plaintiff bank. At the end of 1918 the Comptoir d'Escompte communicated with the London County Westminster & Parr's Bank cancelling the instructions that the coupons of the bonds in question should be sent to the London branch of the plaintiff bank. As a result of negotiations, Mr. Victor Jones, purporting to act on behalf of the plaintiff bank, arranged for the payment off of the loan with interest, and the plaintiff bank demanded delivery up by the defendants of the bonds in question, which, it was alleged in the statement of claim in the action, it had been agreed were to be delivered up to the plaintiffs in London in September, 1917. Correspondence ensued, in which the London County Westminster & Parr's Bank refused to deliver the bonds without express instructions from the Comptoir d'Escompte, on the ground that the operation had been treated with the head office and not with the London branch of the plaintiff bank. This action was commenced in 1920 for the recovery of the bonds, and the defendants made an offer to repay the money to the plaintiff bank. After the delivery of the statement of claim and defence in the action the defendants received a letter dated 27th May, 1921, from the English Foreign Office stating that, in reply to their enquiry, "His Majesty's Government recognize the Soviet Government as the *de facto* Government of Russia." An amended

defence was subsequently delivered by the defendants. It was contended (*inter alia*) on behalf of the defendants (1) that the effect of the decree of the Soviet Government was to destroy the entity of the plaintiff bank; (2) that there was no corporation which could give the defendants a proper discharge; and (3) that the action was really started by Mr. Victor Jones, under a power of attorney by virtue of which he was purporting to act on behalf of a corporation whose entity had been lawfully determined.

SANKEY, J., in delivering a considered judgment, stated the facts and referred to *Aksionairnoye, &c., A. M. Luther* v. *James Sagor & Co.* (1921, 3 K.B. 532) (where the effect of the letter from the Foreign Office was fully discussed, and where it was held that the acts of the Soviet Government must be treated by the courts of this country with all the respect due to the acts of a duly recognized foreign sovereign state). His lordship said that, in his view, a decision could be reached by considering the two points (1) as to who was the plaintiff, and was he entitled to sue, and (2) whether the defendants were estopped from setting up a defence. In his view, a power of attorney, given to a manager under entirely different circumstances, could not remain valid, after such profound changes and alterations had taken place, in the present instance; such a power must be construed as containing an implied condition that it was only valid so long as the same state of affairs existed in Russia, with regard to the Government and the status of the bank, as existed at the time when the power was given. It was not as if Mr. Jones was suing in England on behalf of the bank under his power of attorney in respect of some transaction entered into by the English branch of the bank of which he was manager. In his lordship's opinion, having regard to the facts which had supervened and to the complete change of circumstances, Mr. Jones's power of attorney had become exhausted either because the legal entity which created it, *i.e.*, the old Russian Company, had ceased to exist, or because a state of circumstances had supervened which were never contemplated at the time when the power of attorney was given and in respect of which altered circumstances the power of attorney was never meant to, nor in fact did, apply. He found that Mr. Jones was the real plaintiff in the action and was not entitled to maintain it either on his own behalf or under the power of attorney. Mr. Jones was the person really suing, and it appeared that he purported to do so on behalf of the alleged plaintiffs, the Russian Bank. In saying that, his lordship was casting no reflection whatever on Mr. Jones. As to the second point, his lordship did not think the defendants were estopped from setting up a defence. The parties at the time of the negotiations contracted under a mutual mistake of fact. The bank was certainly in a different position from that in which it was when the original contract was made out and the power of attorney given. Both parties were under the impression and contracted under the impression that the present state of facts and affairs in Russia were such as to entitle Mr. Jones to give a valid receipt for the bonds on behalf of the bank. In his lordship's opinion such a valid receipt could not be given by him and there was no estoppel precluding the defendants from raising the point. There must be judgment for the defendants.—COUNSEL: *Douglas Hogg*, K.C., and *St. J. G. Micklethwait*; *R. A. Wright*, K.C., and *H. O. O'Hagan*. SOLICITORS: *Freshfields & Leese*; *Donald McMillan & Mott*.

[Reported by J. L. DENISON, Barrister-at-Law.]

In Parliament.

House of Commons.

Questions.

RENT RESTRICTION ACT.

Colonel NEWMAN (Finchley) asked the Minister of Health whether he is aware of the public anxiety with regard to the approaching termination of the Rent Restriction Acts; and has he been able to impress on the Government the necessity of placing on the Statute Book legislation on somewhat similar lines to that of the Town Tenants (Ireland) Act?

Sir A. MOND: As I have previously pointed out, the Increase of Rent and Mortgage Interest (Restrictions) Act does not expire until June, 1923. It is not proposed to introduce legislation on the lines suggested in the latter part of the question.

Sir WALTER DE FRECE asked the Minister of Health if he will make a departmental or other inquiry into the desirability, or otherwise, of extending the Rent Restriction Acts so that the public will be able to arrive at an impartial understanding of the whole question?

Sir A. MOND: As the present Act continues in force until June, 1923, the period recommended by Lord Salisbury's Committee, I do not think that any advantage would be gained by the appointment of another Committee at the present time.

LUNACY REFORM.

Captain LOSEBY (Bradford, East) asked the Minister of Health if he intends to introduce a Bill dealing with lunacy reform at an early date?

Sir A. MOND: This question is under consideration, but I am not yet in a position to say whether it will be practicable to introduce legislation.

Captain LOSEBY: Is it not the fact that the right hon. Gentleman refused a Royal Commission on the ground that he intended to introduce a Bill at an early date, and if he does not so intend, will be reconsider the demand for the setting up of a Royal Commission?

Sir A. MOND: I am still in hope of being able to introduce a Bill, but that depends on the time of the House and other matters not under my control. If I do not, then I will reconsider the point put by my hon. and gallant Friend. (5th April)

LEGAL INEQUALITIES (MEN AND WOMEN)

Sir JAMES GREIG (Renfrew, W.) asked the Prime Minister whether, having regard to the existing inequalities in the civil and criminal law as between men and women, he will consider appointing a Committee, departmental or otherwise, to investigate the matter with a view to legislation to remove such of these inequalities as may be deemed advisable?

The PRIME MINISTER: The Lord Chancellor is considering the appointment of a Committee to inquire into these matters and to report to him on the whole subject. (6th April.)

MARRIAGEABLE AGE.

Sir R. CLOUGH (Keighley) asked the Home Secretary whether his attention has been called to the death of a 14-year old girl in Wales, who was married at 12; and whether, if such a marriage is legal, he can see his way to amend the law?

Mr. SHORTT: I have seen a newspaper report of the case referred to. According to the law of England 12 is the age at which a girl becomes capable of marriage, and I think there would be general agreement that the age is much too low and ought to be raised. The question will be considered in the event of any revision of the law of marriage; but I do not think I can undertake to introduce special legislation for the purpose of dealing with this point alone.

PUBLIC TRUSTEE (FEES).

Mr. FOOT (Bodmin) asked the Attorney-General if his attention has been called to the report of the remarks in the King's Bench Division on 30th March by Mr. Justice McCardie, who stated there was a case in which a sum to be administered by the Public Trustee for an infant was £300, and of that the Public Trustee was entitled to take £45 at once in respect of fees for duties obviously of the most slender character; and whether he will cause inquiries to be made?

Sir E. POLLOCK: The maximum fee which can be taken by the Public Trustee in such cases as are presumably referred to by the hon. Member is 15 per cent. Where it appears that the trust is likely to be short in duration and the duties are exceedingly light, the fee will be reduced in proportion, subject to a minimum of 7½ per cent. I do not see any ground upon which inquiries are necessary. The Public Trustee Act requires a fee to be fixed sufficient to cover the expense of administering the trust, and experience has shown that the expense of administering trusts of this nature is relatively exceedingly heavy. I am not aware of the grounds on which Mr. Justice McCardie suggested that the duties would obviously be of the most slender character. (10th April.)

Bills Presented.

Fishery Board (Tenure of Office of Chairman) (Scotland) Bill—"to make further provision with respect to the tenure of office of the Chairman of the Fishery Board for Scotland": Mr. Munro. [Bill 86.]

The Empire Settlement Bill—"to make better provision for furthering British Settlement in His Majesty's Oversea Dominions": Mr. Amery. [Bill 87.] (7th April.)

The Registration of Theatrical Employers Bill—"to provide for the registration of employers of theatrical performers; and for purposes incidental thereto": Mr. Bowerman. [Bill 88.] (10th April.)

Bills in Progress.

The Oxford and St. Albans Wine Privileges (Abolition) Bill.—Read a second time and committed to a Select Committee of seven Members, three to be nominated by the House and four by the Committee of Selection. Ordered that all Petitions against the Bill presented three clear days before the meeting of the Committee be referred to the Committee; that the petitioners praying to be heard by themselves, their counsel or agents, be heard against the Bill, and counsel and agents heard in support of the Bill. (4th April.)

The Juries Bill.—Read a second time and committed to a Standing Committee. (5th April.)

The Railways (North Western and Midland Group Bill).—Read a second time by 146 to 140, and committed (the debate being on the right of the Railways to carry motor traffic by road.) (10th April.)

The Lords Commissioners of His Majesty's Treasury give notice that new Tables of the premiums to be charged under contracts for the grant of Government Annuities have been duly approved under the provisions of the Government Annuities Acts, 1864 and 1882, and have come into operation. The Tables previously in force for contracts for the grant of Immediate Annuities stand revoked as from the same day without prejudice to any annuity granted in accordance therewith. Copies of the new Tables may be purchased from His Majesty's Stationery Office.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society, Chancery Lane, London, on the 6th inst., Mr. J. F. Rowlatt in the chair. The other directors present were Messrs. T. S. Curtis, E. F. Dent, C. Goddard, L. W. North Hickley, E. F. Knapp-Fisher, R. W. Poole, and M. A. Tweedie. £580 was distributed in relief of deserving cases, 26 new members were elected, and other general business transacted.

Law Association.

The usual monthly meeting of the directors was held on the 7th inst., Mr. E. B. V. Christian in the chair; the other Directors present were:—Messrs. T. H. Gardiner and J. E. W. Rider (Treasurers), Mr. P. E. Marshall, Mr. A. E. Pridham, Mr. F. W. Emery, Mr. C. F. Leighton, and the Secretary, Mr. E. E. Barron. A sum of £75 was voted in relief of deserving applicants. New members were elected, and other general business transacted.

The Law Society.

Mr. Edward Jenks, the Principal and Director of Legal Studies of The Law Society (on whom the University of Oxford recently conferred the degree of D.C.L. by decree) has been visiting Paris, where he was entertained on Thursday last by an assembly of the Faculty of Law in the University, presided over by the Dean (M. Larnaude), who, in his speech of welcome, expressed a desire to strengthen the bonds of friendship between the Law Schools of France and England. Dr. Jenks was afterwards formally introduced at a session of the Society for the Study of Legal History, and was entertained at a largely attended dinner given in his honour by Professor Levy-Ullmann, of the University of Paris.

Incorporated Leeds Law Society.

The following are extracts from the report of the Committee for the period from the 30th of September, 1920, to the 31st of December, 1921, presented to the Annual General Meeting held on Friday, the 3rd of March, 1922.

New Articles of Association.—In the last Annual Report the Committee explained that under the new Articles of Association the financial year of the Society ends on the 31st December. This Report therefore covers the period of one year and three months; as the last Annual Report was made up to the old date, namely, the 30th September, 1920. An Order was made by the High Court of Justice on the 19th day of July, 1921, sanctioning the amendment of the Memorandum of Association and the consent of the Board of Trade was also obtained. The Memorandum and Articles of Association as so altered and approved have been duly filed and a print accompanies this Report. The Committee has so arranged that in due course these prints may be incorporated in the bound copy of the Catalogue, and members are requested to preserve this print, as it may not be possible to reprint the Catalogue for some time to come.

Officers and Committee.—At the Annual Meeting which was held on the 14th April, 1921, evidence of the interest of members in the affairs of the Society was afforded by the fact that there were more nominations for membership than vacancies on the Committee. A ballot was taken and Messrs. William Bateson, J. A. Batley, Col. H. D. Bousfield, H. E. Clegg, H. A. Crawford, F. J. F. Curtis, J. Walter Harland, G. B. Lomas-Walker, W. N. Wild and A. W. Willey were declared elected, and at a later date the remaining vacancy was filled by the election by the Committee of Mr. F. E. Clarke. Messrs. Charles Scriven and Reginald Armstrong were re-elected Hon. Secretary and Hon. Treasurer respectively. At the first meeting of the Committee following the Annual Meeting mentioned, Mr. Reginald Armstrong was unanimously elected President of the Society for the year ending the 31st December, 1921.

Retirement of Committeemen.—Six ordinary members of the Committee retire this year, and six new Committeemen will be elected at the Annual Meeting to take their places. The names of the retiring Committeemen are Messrs. J. B. Beaumont, A. T. Holmes, W. Pullan, P. Pulleyne, D. E. Speight and C. E. Warren, all of whom are eligible for re-election.

Members.—There has been a loss of four members by death and one by retirement. The total number of ordinary members is 162, and there are in addition twelve subscribers to the Library.

Obituary.—The Committee records with very deep regret the loss by death during the period under review of two former Presidents of the Society and two ordinary members. Mr. W. B. Craven and Mr. Gilbert Middleton occupied the position of President in the years 1887 and 1911 respectively. Mr. Craven was a highly respected member of the profession and for many years served on the Committee of this Society. He always took a keen interest in the Society's work, and his death, after a short period of retirement from active practice and at an advanced age, has removed a striking personality from the ranks of the profession in Leeds. The late Mr. Gilbert Middleton, in addition to occupying the Presidential Chair, was Hon. Treasurer of this Society for many years and retired from that position only shortly before his death. He was always a most enthusiastic supporter of the Society, and his work in connection with the Land Transfer Act and the Law of Property Bill was very valuable to the Society. The Committee recorded their sympathy with his family, and an appreciation of his life and work was written by your Hon. Secretary, with the Committee's approval and inserted in the press. Messrs. H. Curtis and G. F. Stott, both members of the Society and active in the professional life of the City, died at comparatively early ages, and the Committee desires to record its sense of loss.

LLOYDS BANK LIMITED.

HEAD OFFICE: 71, LOMBARD STREET, E.C. 3.

CAPITAL SUBSCRIBED	£71,864,780
CAPITAL PAID UP	14,372,956
RESERVE FUND	10,000,000
DEPOSITS, &c.	348,891,976
ADVANCES, &c.	130,847,130

This Bank has 1,600 Offices in England & Wales.

Affiliated Banks:
THE NATIONAL BANK OF SCOTLAND LIMITED.
LONDON AND RIVER PLATE BANK, LIMITED.
Auxiliary:
LLOYDS AND NATIONAL PROVINCIAL FOREIGN BANK LIMITED

Solicitors' Remuneration.—In the last Annual Report reference was made to the Order under s. 2 of the Solicitors' Remuneration Act, 1881, allowing "lump sum" bills of costs to be delivered in cases regulated by Clause 2 (c) of the general order. The Law Society has been moving in this matter, and it is understood that a favourable view is taken of the proposal by the Lord Chancellor and the Commission dealing with the matter, and that at an early date the Lord Chancellor may make arrangements to carry this recommendation into effect.

Law of Property Bill.—This Bill passed through the House of Lords and was formally introduced into the Commons, but owing to pressure of time was withdrawn. It is understood that it will be re-introduced with the amendments which your Society has been partially instrumental in obtaining at an early date. Objections to the Bill have been presented to the Associated Provincial Law Societies by the Kent and Hampshire Law Societies, and the objections have been carefully considered by the Council of the Law Society and have been submitted to your Committee. Your Committee having, after full consideration, reluctantly agreed to the compromise which resulted in the present Bill, and having communicated its resolution to the Law Society, decided that it could not now support Kent and Hampshire, and instructed your Secretary to communicate this view to the two Societies concerned. A memorandum dealing with this matter has also been prepared by the Council of the Law Society.

Auctioneers' Charges.—A deputation of the Leeds Branch of the Auctioneers' Institute waited upon your Committee at its request, and discussed the question of auctioneers charging commission on sales of property, negotiated after an abortive auction by other persons, including solicitors. It was apparent that very little difficulty of this nature arose in Leeds, and the deputation expressed the opinion that, generally speaking, unless auctioneers took a personal part in introducing a purchaser of property, no commissions should be charged. Your Committee felt that this view was consistent with their own assumption of the law upon the point, and agreed that in future, if any question arises, the particular circumstances in each case should be referred to the Auctioneers' Institute, Yorkshire Branch, by the parties concerned.

Legal Education.—This important subject affecting the Articled Clerks of members has been receiving a good deal of attention during the year. The Yorkshire Board of Legal Studies extended an invitation to your President to a luncheon arranged by its chairman for the discussion of points arising on the extended facilities conferred by the Universities of Leeds and Sheffield, and this was a very representative gathering, as a result of which it is hoped that additional support to the Yorkshire Board may be obtained. May we impress upon Solicitors that the duty cast upon them of educating their Clerks under Articles of Clerkship is undertaken to a very great extent in their relief by the Yorkshire Board of Legal Studies through the two Universities named, and that members of this Society should support the Yorkshire Board in these efforts. It is hoped that those who are not already subscribers to the funds of the Yorkshire Board of Legal Studies will become subscribers, as there is a serious deficiency in the amount available which has not been fully met

ALL CLASSES OF ANNUITIES.

The Sun Life of Canada specialises in Annuities. It offers advantages not obtainable from any other first-class Company. An especial feature is the granting of more favourable terms to impaired lives. All classes of Annuities are dealt in—Immediate, Joint Life, Deferred and Educational; also Annuities to meet individual circumstances.

WRITE TO THE MANAGER, J. F. JUNKIN.

SUN LIFE ASSURANCE COMPANY OF CANADA,

15, CANADA HOUSE, NORFOLK STREET, LONDON, W.C.2.

by the additional grant of the Law Society obtained by your Hon. Secretary for Yorkshire this year, although the grant made during the war period has been increased from £260 to £500.

Three members of your Society have been elected members of the Council of the Yorkshire Board of Legal Studies during the year, namely, Messrs. H. D. Middleton, H. A. Crawford and H. R. Burrill, and the last-named has been appointed joint Hon. Secretary with Mr. Scriven.

The Law of Property Bill.

(*Continued from Page* 411.)

(3) If there are no trustees of the settlement, then (in default of a person able and willing to appoint such trustees) an application shall be made to the court under section thirty-eight of the Settled Land Act, 1882, by the tenant for life of full age or statutory owner, or any other person interested, for the appointment of such trustees.

(4) If default is made in the execution of any such vesting deed, the provisions of this Act relating to vesting orders of settled land shall apply in like manner as if the trustees of the settlement were persons in whom the settled land is wrongly vested.

(5) In the case of settlements subsisting at the commencement of this Act, all the estates, interests, and powers thereby limited, which are not by this Act otherwise converted into equitable interests or powers, shall, as from the date of the vesting deed or order, take effect only in equity.

(6) The settlement subsisting at the commencement of this Act and any instrument whereby land has been conveyed to the uses or upon the trusts of the settlement shall form part of the title of the estate owner of the settled land so far only as the statements and particulars in any vesting instrument may be made by reference thereto and for no other purpose. [*Redrafted.*]

(7) This section does not affect the powers and duties of personal representatives in regard to settled land vested in them at the commencement of this Act.

10.—RESTRICTIONS ON DISPOSITIONS WHERE SETTLED LAND ACT TRUSTEES ARE APPOINTED.]—(1) Where the last or only principal vesting instrument appoints trustees for the purposes of the Settled Land Acts, and such trustees have not been discharged, then—

(*a*) Any disposition by the tenant for life of full age or statutory owner of the settled land, other than a disposition authorised by the Settled Land Acts (including any extended powers mentioned in the vesting instrument) or by any other statute, shall be void, except for the purpose of conveying or creating such equitable interests as he has (in right of his equitable interests and powers under the settlement) power to convey or create; and

(*b*) If any capital money is payable in respect of a transaction, a conveyance to a purchaser of the settled land shall only take effect under the Settled Land Acts if the capital money is paid to or by the direction of the trustees of the settlement or into court; and

(*c*) Notwithstanding anything to the contrary in the vesting instrument, or settlement, capital money shall not, except where the trustee is a *trust* corporation, be paid to or applied by the direction of fewer than two persons as trustees thereof.

(2) The restrictions imposed by this section do not affect—

(*a*) The right of a personal representative in whom the settled land may be vested to convey or deal with the same;

(*b*) The right of a person of full age who has become absolutely entitled to the settled land, free from any limitations, powers, and charges taking effect under the settlement, to require the land to be conveyed to him;

(*c*) The power of the tenant for life of full age, statutory owner, or personal representative in whom the settled land is vested to transfer or create such legal estates, to take effect in priority to the settlement, as may be required for giving effect to the obligations imposed on him by this Act, but where any capital money is raised or received in respect of the transaction the same shall be paid to or by the direction of the trustees of the settlement, or in accordance with an order of the court.

(3) Where, after the commencement of this Act, the tenant for life of full age conveys or deals with his beneficial interest in possession in favour of a purchaser, and the interest so conveyed or created would, but for the restrictions imposed by Part I. of this Act on the creation of legal estates, have been a legal interest, then the purchaser shall (without prejudice to any protection conferred by this Act on a purchaser of a legal estate) have and may exercise all the same rights and remedies as he would have had or have been entitled to exercise if the interest so conveyed or created had been a legal estate and the reversion (if any) on any leases or tenancies derived out of the settled land had been vested in him.

11. CONSENTS BY ASSIGNEES OF LIFE INTERESTS.]—Nothing in Part I. of this Act shall discharge a tenant for life of full age from his obligation to obtain any consent required to be given under section fifty of the Settled Land Act, 1882 (as amended by any subsequent enactment), but a purchaser of a legal estate shall not be concerned to see or inquire whether any such consent has been given.

[*Sub-section* (2) *now covered by Clause* 69 *of the Bill and therefore struck out.*]

12. INDEMNITIES TO PERSONAL REPRESENTATIVES AND OTHERS.]—A personal representative, trustee, or other person who has in good faith pursuant to this Act, executed a vesting deed, assent, or other conveyance of the settled land, or a deed of discharge of trustees, shall be absolutely discharged from all liability in respect of the equitable interests and powers taking effect under or protected by the settlement, and shall be entitled to be kept indemnified at the cost of the trust estate from all liabilities affecting the settled land, but the person to whom the settled land is conveyed (not being a purchaser taking free therefrom) shall hold the settled land upon the trusts (if any) affecting the same.

13. PROVISIONS FOR THE PROTECTION OF A PURCHASER IN GOOD FAITH OF SETTLED LAND.]—(1) A purchaser of a legal estate in settled land from a tenant for life of full age or statutory owner shall not (*except as hereby expressly provided*) be bound or entitled to call for any information concerning the trust deed or any ad valorem stamp duty thereon, and whether or not he has notice of its contents he shall, save as hereinafter provided, be bound and entitled if the last principal vesting instrument states that the land is held on trust, or appoints trustees thereof for the purposes of the Settled Land Acts, to assume that—

(*a*) The person in whom the land is thereby vested is the tenant for life of full age or statutory owner and has all the powers of a tenant for life under the Settled Land Acts as (if at all) thereby extended;

(*b*) The trustees thereby appointed, or their successors appearing to be duly appointed, are the properly constituted trustees of the settlement;

(*c*) The statements and particulars required by this Act and contained (expressly or by reference) in the last principal vesting instrument were correct at the date thereof;

(*d*) The statutory power to appoint new trustees applies thereto, if no person is nominated to appoint new trustees thereof:

Provided nevertheless that, as regards the first vesting deed executed for the purpose of giving effect to a settlement subsisting at the commencement of this Act, a purchaser shall be concerned to see that the person in whom the land is thereby vested is the tenant for life of full age or statutory owner to whom it ought to be conveyed.

(2) A purchaser of a legal estate in settled land from a personal representative shall be entitled to act on the following assumptions:—

(i) If the capital money (if any) payable in respect of the transaction is paid to the personal representative, that such representative is acting under his statutory or other powers and requires the money for purposes of administration:

(ii) If such capital money is, by the direction of the personal representative, paid to persons who are stated to be the trustees of a settlement, that such trustees are the duly constituted trustees of the settlement for the purposes of the Settled Land Acts, and that the personal representative is acting under his statutory powers during a minority:

(iii) In any other case that the personal representative is acting under his statutory or other powers.

(3) Where no capital money arises under a transaction nothing in Part I. of this Act shall (except for the purpose of giving effect to a settlement subsisting at the commencement or created by virtue of this Act) render it necessary to appoint trustees of the settlement, but the tenant for life of full age or statutory owner shall, in favour of a purchaser of a legal estate, have power to give effect to the transaction in like manner as if such trustees had been appointed, and to bind the equitable interests and powers which are by this Act protected by the settlement.

(4) If a conveyance of or an assent relating to land formerly subject to a vesting instrument does not state that the land is held on trust, and does not appoint trustees for the purposes of the Settled Land Acts, a purchaser of a legal estate shall be bound and entitled to act on the assumption that the person in whom the land was thereby vested took the same as an absolute owner free from any equitable interest or power affecting his estate.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.—[ADVT.]

Companies.

The Guarantee Society Limited.

The Accounts for the year ended 31st December, 1921, show premiums received, £66,160 against £57,951 in 1920. The balance on Profit and Loss Account, after providing for all claims paid and outstanding and other out-go, amounts to £25,534. The Directors have declared a dividend of 17s. 6d. per share (less tax) payable on the 5th May.

Law Students' Journal.

The Law Society.

FINAL EXAMINATION.

HONOURS.

March, 1922.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship follow the names of the Candidates.

At the Final Examination of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

FIRST CLASS.

WALTER EVERETT DAVIES (Mr. Walter Pierce Davies, of London.)

SECOND CLASS.

(In alphabetical order.)

ALFRED EDWARD BROMLEY (Mr. Geoffrey William Russell, of the firm of Messrs. Parker, Garrett & Co., of London).

GEORGE EASTLAKE DAVIS (Mr. Arthur Owen Warren, of the firm of Messrs. Warren & Penman, of London).

CUNARD TOWER DAWSON (Mr. Bernard Pretty, of Ipswich).

SYDNEY CHARLES THOMAS LITTLEWOOD (Mr. Charles Ansell Emanuel, of the firm of Messrs. C. A. Emanuel & Emanuel, of Southampton, and Messrs. Nicholls & Co., of London).

ROBERT MEIKLE, M.A. Oxon (Messrs. Bazeley, Barnes & Bazeley, of Bideford.

GEORGE BERNARD MORGAN (Mr. Arthur Woodhall Heaton, of the firm of Messrs. Hargreave & Heaton, of Birmingham).

THIRD CLASS.

(In alphabetical order.)

GEORGE HAROLD BANWELL (Mr. Henry Fielding, of Canterbury).

WILLIAM ARTHUR BOOT (Mr. Henry Purcell Day, of the firm of Messrs. Day & Johnson, of Nottingham).

RICHARD EARDLEY MADGWICK DAVIDSON, B.A. Oxon (Mr. Arthur Charles Davidson, of the firm of Messrs. Burch & Co., of London).

HENRY JAMES CECIL ELWIG (Sir Robert Vaughan Gower, of Tunbridge Wells, and Messrs. Champness & Co., of London).

RONALD ALLEN FRANCE, LL.B. Manchester (Mr. William Stephen France, of Wigan).

SYDNEY GROVE (Mr. Harold Middlebrook, of the firm of Messrs. William and E. H. Middlebrook, of Leeds).

HERBERT CECIL HAYWARD (Mr. Albert Harris Hayward, of Leigh, Lancashire).

JOHN CHRISTOPHER JONES HODGSON, B.A. Liverpool (Mr. Edward Henry Cooke, of the firm of Messrs. Edward H. Cooke, Patterson & Co., of Liverpool).

CHARLES HENRY IZOD (Mr. Henry Allan Izod, of the firm of Messrs. Grundy, Izod & Co., of London).

EUSTACE DANBY JACKSON (Mr. William Herbert Jackson, of the firm of Messrs. Holding & Jackson, of Salisbury).

JOHN ASHWYNN JONES (Mr. John Walton Bishop, of Llanelly).

ARTHUR FREDERICK THURLOW LAMB (Mr. James Arthur Grundy, of the firm of Messrs. Grundy, Lamb & Grundy, of Manchester.)

SAM LINDER (Mr. Harry Finklestone, of Manchester).

ERNEST BARNARD NICHOLS (Mr. Thomas Howard Deighton, of the firm of Messrs. Timbrell & Deighton, of London.)

WILLIAM HENRY PASSEY (Mr. Hugh Roddam, of the firm of Messrs. Proud, Robinson & Roddam, of Bishop Auckland).

STEPHEN WILLIAM PRICE (Formerly a Barrister-at-Law).

JOHN GEORGE ROBINSON (Mr. James Dalton, of the firm of Messrs. Phillips, Evans & Dalton, of Stamford).

DAVID TAYLOR (Mr. Charles Edward Pinfold, of Liverpool).

RALPH CYRIL YATES (Mr. Robert Ralph Coucher Yates, of the firm of Messrs. Caddick & Yates, of West Bromwich, and Messrs. Gibson & Weldon, of London).

The Council of the Law Society have accordingly given Class Certificates and awarded the following Prizes of Books :—

To Mr. Davies—The Clement's Inn Prize—Value about £42 ;

To Mr. Bromley—The John Mackrell Prize—Value about £13.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

One hundred and sixty-one Candidates gave notice for Examination.

COURT BONDS.

The Bonds of the

LONDON ASSURANCE CORPORATION

are accepted by the High Courts of Justice, Board of Trade, and all Government Departments.

Fidelity Bonds of all descriptions are issued by

THE LONDON ASSURANCE

(INCORPORATED A.D. 1720).

TOTAL ASSETS EXCEED £9,000,000.

FIRE, MARINE, LIFE, ACCIDENT.

ALL OTHER KINDS OF INSURANCE BUSINESS TRANSACTED. *Write for Prospectus.*

1, KING WILLIAM STREET, LONDON, E.C.4.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 20th and 21st March, 1922 :—

Addison, Frank Widdas
Backhouse, Paul
Bagley, Thomas
Baker, Alfred Morris
Banwell, George Harold
Barnes, Egbert Cecil
Bateson, Dingwall Latham
Bentley, William Henry
Blackhurst, William
Blanckensee, Geoffrey Edward Solomon
Boot, William Arthur
Boulton, George Charles
Boyd, John Henry
Britnell, Albert Varney
Bromley, Alfred Edward
Brooks, Lionel Horace
Burchell, Tufnell Charles
Byers, Charles Coutts
Campion, Harold John
Chaplin, Frank Douglas, B.A. Oxon.
Clarkson, Stanley George
Collett, Stanley Beresford
Collinge, Frederick John
Conway, Edgar Barnard Macey
Corbett, Edgar William
Crawford, Cyril George Webster
Crawley, Edward
Cutting, Hugh William Paterson
Davidson, Richard Eardley Madgwick, B.A. Oxon.
Davies, Walter Everett
Davis, George Eastlake
Dawson, Cunard Tower
Dibdin, Dudley Hardwicke
Dodson, Reginald Stanley
Eaton, Joseph
Elwig, Henry James Cecil
Evans, Evan Ingram
Farr, Vivian Eric
Ffooks, Edward Cambridge, M.A. Oxon.
Field, Geoffrey Simpson, B.A. Oxon.
Fincham, Donald George
Foulkes-Jones, John Arthur Stephens
France, Ronald Allen, LL.B. Manchester
Francis, Leslie Howard
*Griffiths, Harold Wilson
Grove, Sydney
Hall, John Thornton, B.A. Cantab.
Halliwell, Cyril Ernest
Harris, James Herbert
Harrison, William Stanley
Hayward, Herbert Cecil
Heninghem, George Heminsley
Hill, Joseph
Hoare, John Henry
Hodgson, John Christopher Jones, B.A. Liverpool
I'Anson, Howard William
Izod, Charles Henry
Jackson, Eustace Danby
Jackson, Harold Edward
Jarvis, Bernard Harry
Johnson, Ralph Albert
Jones, Evan Benjamin Byron
Jones, John Ashwynn
Jones, Meirion Oliver
Jones, Thomas Morgan
Jones, William James
Joynson, John Raymond
Kay, George Leonard
Kay, Harold
Keogh, Alfred
Kilbeg, Robert
Lamb, Arthur Frederick Thurlow
Langham, James Edward Charles
Langton, Herbert Allan Guy
Leask, James Allan Gordon
Lewsey, Frederick William
Linder, Sam
Lindner, Augustus Frederick Herbert, M.A. Oxon.
Littlewood, Sydney Charles Thomas
Lyons, Vyvyan Ashleigh
Mace, Darrell Hugo
Marks, James Herbert
Mason, Henry Allan
Mason, Norman
Mason, Reginald Charles Richard
Meikle, Robert, M.A. Oxon.
Morgan, George Bernard
Morley, Gilbert Crosfield, M.A. Cantab.
Morrant, Percy Edwin
Moxon, James William
Muscat, Nathan, B.A. London
Naylor, James
Nichols, Ernest Barnard
Noice, Ernest Slatter
O'Mahony, Eric
Passey, William Henry
Patterson, William Moscrop
Pocock, Leslie James
Porter, James Douglas, M.A. Oxon.
Porter, John William
Price, Stephen William
Pryce, John Bernard Hallam
Read, Albert
Reynolds, Felix Cossey
Richards, George Thomas
Robinson, John George
Rogers, Henry Izod
Samuels, Edward
Scorer, William

*This Candidate has still to pass in Trust Accounts and Book-keeping before a Final Certificate can be issued to him.

LAW REVERSIONARY INTEREST SOCIETY

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REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, *Secretary.*

Sewell, Frank Hersey
Sheppard, Stuart Morton Winter
Sidebottom, Otho Nowell, LL.B. Victoria
Slater, John Robert
Sotham, Francis Arthur
Stallard, Geoffrey William
Stevens, John Longbourne, B.A.Oxon.
Stratton, William Henry
Tackley, Reginald Charles
Taylor, David
Thomas, Robert Bernard Hobson, M.A., LL.B. Cantab.
Thomas, Roderick William
Turner, George MacDougall, M.A. Cantab.
Tweed, Henry Reginald
Vann, Herbert Norman
Walker, George Halliwell
Walker, Samson
Wallis, Gilbert Alfred Farr, B.A. Oxon.
Watkins, Abraham
Whittaker, George Harold
Wilde, William Douglas
Williams, Archibald, M.A. Oxon.
Williams, Harry Lloyd
Wood, Evan Richard
Woodhouse, The Hon. Horace Marton, B.A. Oxon, C.B.E.
Woolf, Abraham, B.A. London
Woolsey, Robert Monsey
Yates, Ralph Cyril
Young, George Henry Vernon

No. of Candidates - - 161 Passed - - 138

THE SHEFFIELD PRIZE.

(Founded by Arthur Wightman, Esq.)

The Council have awarded the above Prize, value about £35, to Walter Everett Davies, who served his Articles of Clerkship with Mr. Walter Pierce Davies, of London.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 22nd and 23rd March, 1922.

A Candidate is not obliged to take both parts of the Examination at the same time.

PASSED.

Andrew, Sydney Bennett
Auerbach, Jacob
Babbage, Frank Ford
Barber, James Christopher
Beckett, William Alexander Brain
Bentley, Lewis
Binning, John Hildebrand Riddell
Breakell, Sidney Clayton
Bretherton, Francis Osborn
Brockis-Warren, William, B.A. Lond.
Brook, Arnold
Calder, Henry William Keith
Carter, Arthur
Charleton, Lancelot Salkeld
Coles, Harry Albert Thomas
Dean, Stephen Richard
Earle, Walter Norwood
Elliott, John
Gerrish, Cecil Stratton
Gethin, John Henry Frank
Gilbert, Percival
Gill, Robert Nuttall
Gridley, Kenneth Eric
Grindey, Harold
Halsall, Herbert Russel
Harding, Rowe
Hickman, Humphrey Cressey
Hill, Edmund
How, Charles Frederick
Howells, Frank Basil
Jessop, Walter Hylton
Johnson, Dorothy Clementina
Johnson, Joseph
Jones, Stanley Howard
Jones, Sydney Tapper
King, Gilbert Arnold
Lebern, Edwin Harold
Lewis, Winifred
Loft, Nöel Henry Capel
Morris, David Brinley
Brown, Francis Clement Musgrave
Owen, William Pryce
Payne, Henry Charles
Perrins, Richard Edgar
Philcox, Edric Henry
Rich, Sidney Frank
Rignall, George Thomas
Robinson, William Ellis
Rollinson, Robert George
Samuel, Charles
Sandford, Wilfrid Arthur
Sheen, Sidney Harrison
Sheppard, Herbert James
Skillington, Wilfred John
Smart, Thomas Henry
Tempest, Francis Lewis
Thatcher, Alexander Cleobury
Tipper, Patricia Mary
Turner, Charles Wilfrid Mallord
Wadham, Gilbert Charles
Walker, Philip Ollerenshaw
Wallace, Joseph William
Walmsley, Thomas Matley
Williams, Cecil Gwynn Ransome
Williams, Charles Chieveley Iorwerth
Williams, John
Wills, Thomas Frederick
Winny, John Stanley
Winter, Richard William Samuel

The following Candidates have passed the Legal Portion only :—

Andrews, Richard Henry
Armstrong, Harold John
Aston, James Herbert
Atkin, William Oliver
Barnes, Sidney Herbert
Batten, Gordon Joseph
Baxter, Joseph Walker
Baynes, Reginald Frederick
Belt, George Robert
Bentley, Reginald Louis Richard
Blakeney, William Ernest
Blakeway, Richard Harry
Bowden, John Hadfield
Bromley, Donald William
Bullock, Harry Godding
Butler, Richard Ambrose
Carrington, Philip St. John
Cash, Reginald Stanley Douglas
Chatterton, Henry Saxton
Chesher, Leslie Herbert
Cockshott, Winnifred, M.A. Oxon.
Collin, Frank
Corder, Clive Shewell
Cox, George Robert Escott
Cross, Arthur Harold
Davies, David John
Edwards, Arthur Delmiro Mariano
Edwards, Henry Nugent Armstrong Grey
Fewster, Joseph Innes
Fletcher, Eric George Molyneux
Goodger, Charles John Swainston
Greaves, Edwin Richard
Greenop, Jasper Robertson
Griggs, Albert Henry Gerald
Grunhut, Victor Stephenson
Hall, George Colin
Hall, John Heap
Helder, George Augustus Lewis
Herbert, Kenneth Sharpley
Hilton, Sydney
Howard, Herbert
Hugh-Jones, Graëme Sisson
James, William Gilbert
Jones, Trevor
King, Ernest Colston
King, Geoffrey Marten
Lanyon, Henry Hugh
Lewis, Cyril Jack
Lewis, Kenneth
Liggins, Fred
Loncaster, Cyril
Marris, Philip Colquhoun
Martin, Elsie Elise
Minshall, Percy Barrow
Moon, Richard Lovering
Morris, Henry
Morrison, Carrie
O'Shaughnessy, Brian Francis
Page, Archibald Henry
Pawsey, Hugh Dudley
Phillips, James Ronald
Platt, William Elkin
Proctor, Charles
Ratcliffe, Joselyn Vivian
Rowland, Ronald Fothergill
Shaw, John Eric
Shawyer, William Edward
Sherwell, Royden Neale
Slack, Geoffrey Hector
Slinger, Tempest
Stephens, Kathleen
Still, Harry Albert
Stoney, Irene
Thomas, Stanley Foster
Veale, Leighton Keslake
Walton, Annie Sheldon
Weir, Percival Charles Cooper
Wheeler, Kenneth Hele
Whitworth, Reginald
Woolliscroft, Phyllis Muriel

No. of Candidates - - 225 Passed - - 149

The following Candidates have passed the Trust Accounts and Book-keeping portion only :—

Adams, Sydney
Adams, William Eric
Anderson, Wallace
Andrews, Edwin
Ash, John George Oswald
Bamlet, Geoffrey Ambrose
Banham, Cecil Francis William
Barnes, Archibald Baden
Batten, Herbert Copeland Cary, B.A. Cantab.
Bingham, Maurice William
Bishop, Frederick Edward
Blenkin, John Mawson
Bonniface, Bertram Harry
Brutton, Charles Phipps
Carkeek, Frederick Gaskill
Chapman, Edward Collingwood
Chittenden, Ernest Edward Warren
Clarke, Francis Satterthwaite
Clay, John
Cook, Aubrey James
Cooke, Stefan Ernest Peel
Cooper, John Alan Rescorla
Copland, Eric Formby
Coulman, Edward Raymond
Cousins, Bernard Delacour, B.A. Cantab.
Crompton, James Aubrey
Cruttwell, Cecilia May
Davey, William Charles
Dell, John Edward Flowers
Dible, Irene
Dudeney, Reginald Leslie Yardley
Duxbury, Herbert
Ede, Max Crutchley, B.A., LL.B. Cantab.
Ellis, Francis Edward
Fogg, John
Foster, George Brian
Fraser, Ivan Kenneth
Goodway, Leslie Redver
Green, James Dean, B.A., LL.B. Cantab.
Hadley, Walter
Harris, Edward Leslie, B.A. Oxon.
Harris, John Moreton
Harrold, Philip Henry
Harvey, Arthur Augustus
Hayward, Norman George
Henriques, Edward Ferdinand Quixano, B.A. Oxon.
Hillman, Rex Anthony Edward
Hodgson, Gordon Leonard
Hogg, William Alderson
Howden, Eric Russell
Howells, William John
Hutton, Percy Granville, B.A., LL.B. Cantab.
Ingram, Edith Lilian
Irons, Arthur Edwin
Jackson, John Kenneth
Jeffs, Percy Edgar
Jones, Henry Neden
Jones, William Aneurin Owen
Keith, Cecil Graham, B.A. Oxon.
Kempton, Percy William
King, Eric Enerby
Larkam, John Edward
Leak, Alfred Eric Piozzi
Lowe, George Cecil
Mathison, Frederick George Leslie
Mawson, Horace Wills
Mealand, Walter John
Mellersh, Robert Patrick Clive
Mills, Frederick
Miln, Alan Maxwell
Mitchener, Alfred Charles
Morris, Joseph Edmund
Murray, John, B.Sc. London
Nanson, Philip Lonsdale
Neale, Denys Alfred
Neave, Margaret Irene
Nesbitt, Frederick Robert Seager
Padley, Augustus Theodore
Page, Charles Edward
Parrott, Godfrey Francis
Pawsey, Thomas Arthur
Pemberton, Stanley
Penn, Sydney Herbert
Porter, Richard George
Potts, Henry
Prince, Fred
Prior, James Templer, B.A., LL.B. Cantab.
Reeves, Arthur John
Ricketts, William Henry
Robyns-Owen, Evan Eirwyn Robyns, B.A., LL.B., Wales
Rubens, Charles, B.A., LL.B., Cantab
St. Aubyn, John Henry Arundell Godolphin
Sanders, Henry Charles Hardcastle
Sharples, John
Sheppard, Joseph Samuel
Smith, Leo
Smith, Sydney Walter

Smith, Vivian Edward Armitage, B.A. Oxon.
Stanners, Ralph Lowe
Stone, Francis George
Sykes, Joseph Arthur, B.A. Oxon.
Syrett, Reginald Alan
Taylor, Rupert
Teal, Cyril Lovett
Thomas, Eric Leslie Vivian, B.A., LL.B. Cantab.
Thompson, Robert Lord
Turner, Donald Hubert, B.A., LL.B. Cantab.
Vassall, Leonard Samuel, B.A. Oxon.
Walker, Clifford Sydney
Wannop, Edward Keith Beavan
Ward, William Wray
Weidner, Frederick
Wheeler, William Edward Cecil
Whittingham, Thomas Reginald
Willcock, Ronald Guy, B.A., LL.B. Cantab.
William, Charles Dewhurst, B.A. Oxon
Williams, Edward Glyn
Willox, James Simpson
Winter, William
Witham, Philip Ernest
Wolstenholme, William Gladstone
Woollcombe, Richard Jocelyn
Wright, Frederic Alan
Wyman-Smart, Kenneth Jackson

No. of Candidates - - 258 Passed - - 193

Law Society's Hall,
Chancery Lane, London, W.C.2,
7th April, 1922.

By Order of the Council,
E. R. Cook,
Secretary.

Obituary.

Professor A. V. Dicey, K.C.

We regret to record the death of Mr. A. V. Dicey, K.C., formerly Vinerian Professor of English Law at Oxford. His father, Thomas Edward Dicey, of Claybrook Hall, Leicestershire, was Senior Wrangler in 1811, and afterwards Fellow of Magdalene. He married Annie Mary, daughter of James Stephen, Master in Chancery; Professor Dicey was the third son of this marriage. Among Mrs. Dicey's brothers were Sir James Stephen, of the Colonial Office and the *Edinburgh Review*, and Mr. Serjeant Stephen, of the "Commentaries."

Albert Venn Dicey was born at Claybrook on 4th February, 1835. After being at King's College School he went to Oxford, where, among other honours, he won the Arnold prize for an essay on "The Privy Council," and obtained a Fellowship at Trinity. From Oxford he went to London to read for the Bar. His master in the law was Butterworth, a pleader of no ordinary skill; he also profited by the advice of his uncle, Mr. Serjeant Stephen. He was called to the Bar by the Inner Temple in 1863, but with all his talent and industry he lacked some of the qualities which attract the notice of solicitors; he therefore wrote steadily for the Press, and devilled for several leaders of the Bar. Also, he determined to write a law-book, and Butterworth suggested the selection of parties to an action as a suitable topic. "Dicey on Parties" appeared in 1870.

In 1872 Dicey married Elinor, daughter of John Bonham-Carter, M.P., and aunt of Sir Maurice Bonham-Carter. At Sir John Holker's suggestion Dicey was appointed, in 1876, junior counsel to the Commissioners of Inland Revenue. He held this appointment some fifteen years, and on retiring from practice he was made a Q.C. In 1879 his reputation as a legal writer was fully established by the publication of his treatise on "Domicil." The substance of this book is embodied in his larger treatise on "The Conflict of Laws," of which a third edition, in which Professor Dicey was assisted by Professor A. Berriedale Keith, has just appeared.

In 1882 Dicey was appointed the first Vinerian Professor of the new order, with a Fellowship of All Souls. His lectures were well attended, and he liked to form private classes of the more capable students for the discussion of recent cases. His great ambition was to give a lucid and systematic form to those rules of English law which he understood and to expound and illustrate their underlying principles. The most important result of his Oxford work was the brilliant series of lectures on "The Law of the Constitution"—a book which long ago attained to the rank of a classic. In a later course he set himself to describe the relation between law and public opinion in England during the nineteenth century. In 1909 he retired from the Vinerian Professorship, and the University conferred on him the title of Professor Emeritus in recognition of his services.

Sir Stephen Gatty, K.C.

Sir Stephen Gatty, K.C., formerly Chief Justice of Gibraltar, who died on 29th March, at Ossemsley Manor, Christchurch, aged 72, had had a long experience of judicial administration in the Colonies. He came of a literary family. His mother, the wife of the Rev. Alfred Gatty, was the author of "Aunt Judy's Tales," his sister, Juliana Horatia Ewing, was the author of "Jackanapes," and other delightful stories, and his surviving brother, Mr. C. T. Gatty, is known as the author of the notable book on the Westminster Estate, "Mary Davies and the Manor of Ebury," which appeared last year (and about which Mr. Birrell wrote one of his interesting articles in *The Times*), and also of a charming study of George Wyndham, published in 1917. His other brother, the late Sir Alfred Scott-Gatty, was Garter King-of-Arms.

Stephen Herbert Gatty was a scholar of Winchester and New College, and was called to the Bar by the Middle Temple in 1874, going the North-Eastern Circuit. His career abroad began in 1883, when he was appointed Attorney-General of the Leeward Islands, He then became successively Acting Chief Justice of Antigua, Attorney-General of Trinidad (being also at this time Chairman of Royal Commissions on the Franchise of Trinidad and on the Metayer System in Tobago), Puisne Judge of the Straits Settlements, and lastly, from 1895 to 1905, Chief Justice of Gibraltar. He was knighted in 1904. He married first, in 1876, Alice, daughter of the Rev. G. Rawlinson, and, secondly, in 1905, Katherine, daughter of the late Alfred Morrison, and had two sons and a daughter.

Legal News.

Business Changes.

Mr. Leslie Clarke, M.A. Oxon., has joined the firm of Clapham, Fraser, Cook & Co., of 15, Devonshire-square, E.C. The partners are now F. J. Williams, Claud Fraser, J.P., and Leslie Clarke, and the style of the firm will in future be "Clapham, Fraser & Williams."

We are informed that following upon the close business association hitherto existing between the firms of Markby, Stewart & Co. and Wadeson & Malleson, their practices have now been completely amalgamated. The name of the new firm is Markby, Stewart & Wadesons, and the partners therein are Robert Chancellor Nesbitt, Frederick William Brown, Lancelot Claude Bullock, Robert Bruce Stewart, and George Hudson Lyall. Many clients of Messrs. Markby, Stewart & Co. will be glad to know that, although Mr. Henry Stephen Brenton is retiring from the firm of which for so many years he has been a partner and latterly senior partner, he is being good enough to place his services at the disposal of the new firm in an advisory and consultative capacity. The staffs of both firms continue as before the amalgamation.

It is interesting to mention that the firm of Wadeson & Malleson was founded in 1780, and that it has not changed its name of Wadeson and Malleson since 1847. The firm of Markby, Stewart & Co. was founded in 1822. Mr. Henry Markby, a former senior partner in that firm, was President of the Law Society in the years 1887-88, and Mr. Nesbitt has been on the Council of the Law Society since 1909.

Mr. Charles Edward Roper, who has carried on business in Maidstone under the style of "Case & Roper" for the past twenty-four years, and whose business was founded by the late Mr. John Case in the year 1826, has arranged to amalgamate his business, as from 5th April inst., with that carried on by Mr. Arthur Brabazon Urmston, Vice-President of the Kent Law Society, in the same town under the title of "Stephens and Urmston," for the past thirty-seven years, and whose business was founded by the late Mr. John Cribb Stephens in the year 1822. The style of the amalgamated firm will be "Urmston, Case & Roper," and the business will be carried on at 38, Earl Street, Maidstone, and also at Canal House, Broadway, Maidstone, until further notice.

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Appointment.

Mr. Jos. H. Bate of the firm of Allington Hughes, Bate & Newman, Solicitors, Wrexham, has been appointed Clerk to the Justices for the Bromfield Petty Sessional Division of the County of Denbigh. Mr. Bate is also Clerk to the Wrexham Borough Justices and was admitted a Solicitor in 1898.

The King has been pleased, by Letters Patent under the Great Seal of the United Kingdom of Great Britain and Ireland, bearing date 1st April, to appoint Lord Crawford, Lord Haldane, Lord Finlay, Lord Buckmaster, Lord Sterndale (Master of the Rolls), and Lord Hewart (Lord Chief Justice) to be Commissioners for the care and custody of the Great Seal of the United Kingdom of Great Britain and Ireland during any absence of Lord Birkenhead, Lord High Chancellor of Great Britain, from the United Kingdom.

The Lord Chancellor, accompanied by Lady Birkenhead, has left England for the Mediterranean, to take, on medical advice, a month's complete rest, owing to the condition of his eyesight.

Dissolutions.

Frederic Walter Beck and Cyril Herbert Kirby, Solicitors, 21, Lime-street, London (Neve, Beck & Kirby), 31st March, 1922. [*Gazette*, 7th April.

William Percy Morrison, Frank Cecil Morrison, and Frederick James Nightingale, Solicitors, Reigate, Redhill and Horley, Surrey, 124, Chancery-lane, 31st March, 1922. In future such business will be carried on by the said Frank Cecil Morrison and Frederick James Nightingale. [*Gazette*, 7th April.

Harold Elwell and Ernest Charles Curran, Solicitors, 65, Coleman-street, in the City of London (Jackson, Elwell & Curran), 25th March, 1922. [*Gazette*, 7th April.

Winding-up Notices.

JOINT STOCK COMPANIES.
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London Gazette.—Friday, April 7.

Clarendon Film Co. Ltd. May 17. Leslie C. Bell, 53 Berners-st., W.1.

Northamptonshire County Boot Manufacturers' Syndicate Ltd. June 1 W. Chas. Cattel, Bank-chmbrs., High-st., Kettering.

Planet Electric Co. Ltd. May 8. S. H. Swallow, 67, Broad-st.-avenue, E.C.2.

The Spring Vale Dye Works Ltd. May 23. Frederick Murgatroyd, 4, Duchy-chmbrs., Clarence-st., Manchester.

Culver & Nash Ltd. April 22. Arthur Collins, 28, Baldwin-st., Bristol.

Praed Road Construction Syndicate Ltd. May 25. Victor S. Wright, 40-42, King William-st., E.C.4.

Morel Shipping Trust Ltd. May 10. William H. Johnson, 2, Stuart-st., Cardiff.

Northern Motor Tours Ltd. May 19. J. Percy Clow, 30, Cross-st., Manchester.

G. Buying & Co. Ltd. May 15. William S. Deyes, 10, Cook-st., Liverpool.

The City Motor Co. (Sheffield) Ltd. May 13. Thomas. Cresswell Parkin, Jar., 36, Bank-st., Sheffield.

Chesham Brush Manufacturers Ltd. May 10. William Wardingley, Alliance-chmbrs., Horsefair-st., Leicester.

Norman Jones Ltd. May 12. C. M. Skinner, 7, Norfolk-st., Manchester.

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday, April 7.

Gearless Motor Omnibus Co. Ltd.
Women's Imperial Health Association
Deane Bros. Ltd.
Pompey Ltd.
Jardox Ltd.
Machin & Kingsley Ltd.
William Black & Co. Ltd.
H. & W. Greer Ltd.
King's Lynn Shipbuilding Co. Ltd.
Nairobi Electric Power and Lighting Co. Ltd.
J. McMillan & Bolton Ltd.
Tranens & Co. Ltd.
Farnhill & Hirst Ltd.
Suffolk & Watts Ltd.
City Motor Co. (Sheffield) Ltd.
The Monkton Slag Works Ltd.
The Westwood Liberal Club, Land & Building Society Ltd.
E. Osborne & Co. Ltd.
R. A. Constantine & Donking (London) Ltd.
Geo. E. Osborne Ltd.
Robert Tattersall & Co. Ltd.
Charles Howson & Co. Ltd.
Lane & MacAndrew Ltd.
W. H. Ferris Ltd.
James Hartley, Cooper & Co. Ltd.
Sudan Cotton, Fuel & Industrial Development Co. (1919) Ltd.
Arlington & District Co-operative Supply Co. Ltd.
The Turner Steam Navigation Co. Ltd.
Mercantile Stores Ltd.
Anglo-Italian Motor Transport Co. Ltd.

IT is very important that one's Keys should be registered by a reliable Company. You should ring up 1445 Clerkenwell to-day, and ask the British Key Registry about it or write London Office, 64, Finsbury Pavement, E.C.2.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—Friday, April 7.

Anderton, Harry, Liverpool. Liverpool. Pet. April 3. Ord. April 3.
Ashby, George A., Piccadilly. High Court. Pet. Feb. 16. Ord. March 28.
Auld, Emily, Draycott-place. High Court. Pet. Jan. 13. Ord. March 28.
Bate, Douglas C., Marple, Chester. Manchester. Pet. April 4. Ord. April 4.
Bevan, Nicholas, Merthyr Tydfil. Merthyr Tydfil. Pet. April 1. Ord. April 1.
Birkhead, Harry S., Castle Bytham, Lincs. Peterborough. Pet. April 5. Ord. April 5.
Blood, Fred, Immingham. Great Grimsby. Pet. April 4, Ord. April 4.
Burke, George B., Newark-on-Trent. Nottingham. Pet. March 20. Ord. April 5.
Camp, William, Slaithwaite, near Huddersfield. Huddersfield. Pet. April 4. Ord. April 4.
Collard, Charles E., Maida Vale. High Court. Pet. March 7. Ord. March 31.
Coss, Alec, Whitechapel, and Cohen, Israel, Canning Town. High Court. Pet. April 4. Ord. April 4.
Crisp, Maurice C. F., Earl's Court. High Court. Pet. April 4. Ord. April 4.
Critchley, Esther, Nottingham. Nottingham. Pet. March 21. Ord. April 5.
Dalby, Horace H., Whissendine, Rutland. Leicester. Pet. April 3. Ord. April 3.
Davies, Glyn M., Morriston, Swansea. Swansea. Pet. April 3. Ord. April 3.
Davis, Oliver W., Wellingborough. Northampton. Pet, April 3. Ord. April 3.
Evans, Duncan, Manchester. Manchester. Pet. Feb. 24. Ord. April 5.
Evans, Leonard W., Coney Hill, Glos. Gloucester. Pet. April 3. Ord. April 3.
Ewen, William H., Balham. High Court. Pet. Feb. 14. Ord. April 4.
Fletcher, Albert E. T., Stretton-on-Dunsmore. Coventry. Pet. April 3. Ord. April 3.
Flint, George D., King's Lynn. King's Lynn. Pet April 4, Ord. April 4.
Frenette, G. A., New Broad-st. High Court. Pet. March 14 Ord. April 4.
Fynney, Fred, Leek. Macclesfield. Pet. Feb. 16. Ord. March 31.
Gardner, Thomas C., Birmingham. Birmingham. Pet. April 3. Ord. April 3.
Gosden, Arthur G., Blackpool. Blackpool. Pet. April 4. Ord. April 4.
Gottwolte, Capt. R. L., Piccadilly. High Court. Pet. March 9. Ord. April 5.
Green, Edward J., Mansfield. Nottingham. Pet. April 3. Ord. April 3.
Hadlington, Richard J., West Bromwich. West Bromwich. Pet. April 3. Ord. April 3.
Haggard, P. Lester, Liverpool. Liverpool. Pet. March 20. Ord. April 3.
Hall, Howard E., Bedford. Luton. Pet. April 3. Ord. April 3.
Hewitt, Alfred J., Coventry. Coventry. Pet. April 3. Ord. April 3.
Hieger & Burr, Aldermanbury. High Court. Pet. March 14. Ord. April 5.
Hignett, Edward, York. York. Pet. April 4. Ord. April 4.
Hobbs, William H., Taunton. Taunton. Pet. April 4. Ord. April 4.
Hunt, Ernest A., Birmingham. Birmingham. Pet. April 3. Ord. April 3.
Johnson, George E., Cleethorpes. Great Grimsby. Pet. April 5. Ord. April 5.
Johnson, Sydney, Gosport. Portsmouth. Pet. March 10, Ord. March 31.
Jones, Thomas, Brynamman. Carmarthen. Pet. March 31 Ord. March 31.
Kaye, Kathleen & Co., Mortimer-st. High Court. Pet. March 8. Ord. April 5.
Key, W., Hammersmith. High Court. Pet. Dec. 8. Ord. April 5.
King, Alfred, Swardeston. Norwich. Pet. March 17. Ord. April 5.
Knowles, George W., Lancaster. Preston. Pet. April 4. Ord. April 4.
Lang, William, and Lang, Frederick, Lowestoft. Great Yarmouth. Pet. April 5. Ord. April 5.
Lees, John I, Chelsea. High Court. Pet. Feb. 14. Ord. April 5.
Mann, Stephen H. A., Cambridge. Cambridge. Pet. April 5. Ord. April 5.
Marston, Robert H., York. York. Pet. April 3. Ord. April 3.
Maskery, Herbert, Coventry. Coventry. Pet. April 3. Ord. April 3.
Merrison, H. G., Charing Cross-rd. High Court. Pet. March 11. Ord. April 5.
Nixon, Eva, Cosby, Leicester. Leicester. Pet. April 5. Ord. April 5.
Oldfield, Herbert, Heckmondwike. Dewsbury. Pet. April 3. Ord. April 3.
Owen, John W., Penygroes. Bangor. Pet. April 4. Ord. April 4.
Owston, Adeline M., Sheffield. Sheffield. Pet. March 22. Ord. April 5.
Oxley, John J., Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. March 14. Ord. March 30.
Restall, Wilce M. J., Stockwell. High Court. Pet. April 4. Ord. April 4.
Senior C. E., Manchester. Manchester. Pet. Feb. 20. Ord. April 5.
Sheldon, William E., Birmingham. Birmingham. Pet. April 5. Ord. April 5.
Swaebe, Daniel, Hove. Brighton. Pet. March 11. Ord. April 4.
Watson, Herbert V., Scarborough. Scarborough. Pet. April 4. Ord. April 4.
Weeder, Elizabeth, Oldham. Oldham. Pet. April 3. Ord. April 3.
Wilson, Dan, Batley. Dewsbury. Pet. April 5. Ord. April 5.
Winterton, Joseph, West Bridgford. Nottingham. Pet. March 20. Ord. April 5.
Worley, Edward T., Boston. Boston. Pet. March 18. Ord. April 1.

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